CITY OF SOUTH MIAMI

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08
Submittal Due: April 25, 2016 at 10 AM
Solicitation Cover Letter

The City of South Miami, Florida (hereinafter referred to as "CSM") through its chief executive officer (City Manager) hereby solicits sealed proposals responsive to the City's request (hereinafter referred to as "Request for Proposals" or "RFP"). All references in this Solicitation (also referred to as an "Invitation for Proposals" or "Invitation to Bid" to "City" shall be a reference to the City Manager, or the manager's designee, for the City of South Miami unless otherwise specifically defined.

The City is hereby requesting sealed proposals in response to this **RFP #PW2016-08 "Multiple Locations for Road Resurfacing Projects."** The purpose of this Solicitation is to contract for the services necessary for the completion of the project in accordance with the Scope of Services, (Exhibit 1, Attachment A) and Respondents Cost and Technical Proposal, or the plans and/or specifications, if any, (Exhibit 1; Attachment B), described in this Solicitation (hereinafter referred to as "the Project" or "Project").

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package at the City Clerk's office Monday through Friday from 9:00 a.m. to 4:00 p.m. or by accessing the following webpage: **http://www.southmiamifl.gov/** which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete Solicitation Package, including all documents listed in the Solicitation.

The Proposal Package shall consist of one (1) original unbound proposal, three (3) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy all of which shall be delivered to the Office of the City Clerk located at South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: **"Multiple Locations for Road Resurfacing Projects," RFP #PW2016-08** and the name of the Respondent (person or entity responding to the Solicitation. Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10:00 a.m. local time on April 25, 2016.** Hand delivery must be made during normal business days and hours of the office of City Clerk.

A public opening will take place at 10:00 a.m. on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after 10:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk's receipt stamp.

A Non-Mandatory Pre-Proposal Meeting will be conducted at City Hall in the Commission Chambers located at 6130 Sunset Drive, South Miami, FL 33143 on April 14, 2016 at 10:00 a.m. . The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this Solicitation Package. The City reserves the right to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or Solicitation procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price or, if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent..

Maria M. Menendez, CMC
City Clerk, City of South Miami

SCOPE OF SERVICES and SCHEDULE OF VALUES

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **EXHIBIT 1**

END OF SECTION

Thomas F. Pepe
12/10/2015

SCHEDULE OF EVENTS

Multiple Locations for Road Resurfacing Projects
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No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	3/29/2016	12:00 PM
2	**Non-Mandatory Pre-RFP Meeting**	**4/14/2016**	**10:00 AM**
3	Deadline to Submit Questions	4/18/2016	10:00 AM
4	Deadline to City Responses to Questions	4/20/2016	10:00 AM
5	**Deadline to Submit RFP Response**	**4/25/2016**	**10:00 AM**
6	Projected Announcement of selected Contractor/Cone of Silence ends	5/3/2016	7:00 PM

END OF SECTION

Thomas F. Pepe
12/10/2015

INSTRUCTIONS for RESPONDENT

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IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE "PROPOSAL" THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE SOLICITATION FORM.

1. Purpose of Solicitation. The City of South Miami is requesting proposals for the lowest and most responsive price for the Project. The City reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the City.
2. Qualification of Proposing Firm. Response submittals to this Solicitation will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of South Miami will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this Solicitation where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
3. Deviations from Specifications. The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Solicitation. The decision as to whether an item fully complies with the stated requirements rests solely with the City of South Miami.
4. Designated Contact. The awarded firm shall appoint a person to act as a primary contact with the City of South Miami. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
5. Precedence of Conditions. The proposing firm, by virtue of submitting a response, agrees that City's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless clearly contrary to the specific terms of the Contract or General Conditions to the Contract:
    a) Addenda to Solicitation
    b) Attachments/Exhibits to
    c) Solicitation
    d) Attachment/Exhibits to Supplementary Conditions
    e) Supplementary Conditions to Contract, if any
    f) Attachment/Exhibits to Contract
    g) Contract
    h) General Conditions to Contract, if any
    i) Respondent's Proposal
6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing firm to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Commission, if all of the following is established:
    a) The proposing firm acted in good faith in submitting the response;
    b) The error was not the result of gross negligence or willful inattention on the part of the firm;
    c) The error was discovered and communicated to the City within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of opening the proposals received, along with a request for permission to withdraw the firm's Proposal; and
    d) The firm submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not the result of gross negligence or willful inattention nor made in bad faith.
7. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this Solicitation, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the Solicitation.

8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10 a.m. April 18, 2016** to the attention of **Steven P. Kulick at skulick@southmiamifl.gov or via facsimile at (305) 663-6346.**
9. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the Solicitation Package (also known as "Solicitation Specifications" or "Solicitation") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
11. Cone of Silence: You are hereby advised that this Request for Proposals is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff, including the City Manager and his staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk. In addition, you are required to comply with the City Manager's Administrative Order AO 1-15. If a copy is not attached, please request a copy from the City's Procurement Division.

    WITH REGARD TO THE COUNTY'S CONE OF SILENCE EXCEPTION FOR WRITTEN COMMUNICATION, PLEASE BE ADVISED THAT, NOTWITHSTANDING THE MIAMI-DADE COUNTY EXCEPTION FOR WRITTEN COMMUNICATION THE COUNTY'S RULES PROHIBITING VERBAL COMMUNICATION DURING AN ESTABLISHED CONE OF SILENCE SHALL, WITH REGARD TO THIS SOLICITATION, ALSO APPLY TO ALL WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE BELOW. THEREFORE, WHERE THE CITY OF SOUTH MAIMI CONE OF SILENCE PROHIBITS COMMUNICATION, SUCH PROHIBITION SHALL APPLY TO BOTH VERBAL AND WRITTEN COMMUNICATION.

    Notwithstanding the foregoing, the Cone of Silence shall not apply to…
    (1) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time that the City Manager makes his or her written recommendation;
    (2) Any emergency procurement of goods or services pursuant to the Miami-Dade County Administrative Order 3-2;
    (3) Communications regarding a particular solicitation between any person and the procurement agent or contracting officer responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and
    (4) Communications regarding a particular solicitation between the procurement agent or contracting officer, or their designated secretarial/clerical staff responsible for administering the procurement process for such solicitation and a member of the selection committee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document."

12. Violation of these provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation including but not limited to one that requests any of the following a proposal, qualifications, a letter of interest or a bid concerning any contract for the provision of goods or services for a period of one year. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.

13. Lobbying. All firms and their agents who intend to submit, or who submitted, bids or responses for this Solicitation, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner or any employee of the City of South Miami are to be lobbied either individually or collectively concerning this Solicitation. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
14. Reservation of Right. The City anticipates awarding one contract for services as a result of this Solicitation and the successful firm will be requested to enter into negotiations to produce a contract for the Project. The City, however, reserves the right, in its sole discretion, to do any of the following:
    a) to reject any and all submitted Responses and to further define or limit the scope of the award.
    b) to waive minor irregularities in the responses or in the procedure required by the Solicitation documents.
    c) to request additional information from firms as deemed necessary.
    d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposal be completed in all respects.
    e) to negotiate modifications to the Proposal that it deems acceptable.
    f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal. The City reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the City.
    g) To modify the Contract Documents. The terms of the Contract Documents are general and not necessarily specific to the Solicitation. It is therefore anticipated that the City may modify these documents to fit the specific project or work in question and the Respondent, by making a Proposal, agrees to such modifications and to be bound by such modified documents.
    h) to cancel, in whole or part, any invitation for Proposals when it is in the best interest of the City.
    i) to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City.
    j) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price.
    k) if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

15. Contingent Fees Prohibited. The proposing firm, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
16. Public Entity Crimes. A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City of South Miami, may not be awarded a contract to perform work as a CONTRACTOR, sub-contractor, supplier, sub-consultant, or consultant under a contract with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.
17. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
    a) The Invitation for Proposal and Instructions to Respondents.
    b) A copy of all issued addenda.
    c) The completed Proposal Form fully executed.
    d) Proposal/Bid Bond, (Bond or cashier's check), if required, attached to the Proposal Form.

e) Certificates of Competency as well as all applicable State, County and City Licenses held by Respondent
f) Certificate of Insurance and/or Letter of Insurability.

18. Goods: If goods are to be provided pursuant to this Solicitation the following applies:
    a) Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this Solicitation, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in this Solicitation with appropriate identification, samples and/or specifications for such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.
    b) Pricing: Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
    c) Mistake: In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
    d) Samples: Samples of items, when required, must be furnished by the Respondent free of charge to the City. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The City shall not be responsible for the return of samples.
    e) Respondent warrants by signature on the Proposal Form that prices quoted therein are in conformity with the latest Federal Price Guidelines.
    f) Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Respondent to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City of South Miami reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.
    g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation shall be cause for rejection, as determined by the City.
    h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.

19. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this Solicitation and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.

20. Respondent shall comply with the City's insurance requirements as set forth in the attached ***EXHIBIT 2,*** prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's bonding, if required for this project, and insurance requirements as set forth herein shall authorize the City to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further City action. The Respondent, by submitting a Proposal, thereby agrees to hold the City harmless and agrees to indemnify the City and covenants not to sue the City by virtue of such rescission.

21. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
22. Execution of Contract: A response to this Solicitation shall not be responsive unless the Respondent signs the form of contract that is a part of the Solicitation package. The Respondent to this Solicitation acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this Solicitation package. The Respondent agrees that Respondent's signature on the Bid Form and/or the form of contract that is a part of the Solicitation package and/or response to this Solicitation, grants to the City the authority, on the Respondent's behalf, to inserted, into any blank spaces in the contract documents, information obtained from the proposal and, at the City's sole and absolute discretion, the City may treat the Respondent's signature on any of those documents as the Respondent's signature on the contract, after the appropriate information has been inserted, as well as for any and all purposes, including the enforcement of all of the terms and conditions of the contract.
23. Evaluation of Proposals: The City, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
24. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.
25. Public Entity Crimes: A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit Solicitation on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.
26. Contingent Fees Prohibited: The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
27. Hold Harmless: All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this Solicitation process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. In the event that fees, court costs and expenses associated with the litigation are awarded to the City, the Proposal/Bid Bond, if required for this project, shall be applied to the payment of those costs and any balance shall be paid by the Respondent.
28. Cancellation: Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award or termination of the contract.
29. Bonding Requirements: The Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
30. Performance and Payment Bond: The City of South Miami may require the successful Respondent to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Proposal Price, including Alternates if any, naming the City of South Miami, and the entity that may be providing a source of funding for the Work, as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. In addition, if the Respondent's employees will be working in secure or sensitive areas of the City, the City may require

that the Respondent provides employee bonding, naming the City of South Miami as the obligee on the bond. The bonds shall be with a surety company authorized to do business in the State of Florida.

30.1. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in the Contract Documents.

30.2. Each Performance Bond shall continue in effect for five years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.

30.3. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or subcontractor employed pursuant to this Project.

30.4. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.

30.5. Pursuant to the requirements of Section 255.05, Florida Statutes, Respondent 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.

30.6. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.

31. Proposal Guarantee: Notwithstanding the fact that the Respondent, in submitting a proposal, agrees to the terms contained in the form of contract that is part of this Solicitation package, the successful Respondent, within ten (10) calendar days of Notice of Award by the City, shall deliver, to the City, the executed Contract and other Contract Documents that provide for the Respondent's signature, and deliver to the City the required insurance documentation as well as a Performance and Payment Bond if these bonds are required. The Respondent who has the Contract awarded to it and who fails to execute the Contract and furnish the required Bonds and Insurance Documents within the specified time shall, at the City's option, forfeit the Proposal/Bid Bond/Security that accompanied the Proposal, and the Proposal/Bid Bond/Security shall be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal/Bid Bond, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents or fails to furnish the required Bonds and Insurance documentation. If the City does not accept the Proposal/Bid Bond, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. Proposal/Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal/Bid Bond.
32. Pre-proposal Conference Site Visits: If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may hereinafter exist, as a Solicitation result of failure to make the necessary examinations or investigations, or failure to complete any part of the Solicitation Package, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the Respondent. The Respondent, following receipt of a survey of the property, if applicable, is bound by knowledge that can be seen or surmised from the survey and will not be entitled to any change order due to any such condition. If the survey is provided before the proposal is submitted, the contract price shall include the Work necessitated by those conditions. If the survey is provided subsequent to the submission of the proposal, the Respondent shall have five calendar days to notify the City of any additional costs required by such conditions and the City shall have the right to reject the proposal and award the contract to the second most responsive, responsible bidder with the lowest price or to reject all bids.
33. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the City, other than for extensions of time to complete the Work.
34. Submittal Requirements: All Proposals shall comply with the requirements set forth herein and shall include a fully completed **Bid Form** found on ***EXHIBIT 3*** which is a part of this Solicitation Package.
35. Cancellation of Bid Solicitation: The City reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the City.
36. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.

37. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the city are paid in full. No bidder who is in default of any prior contract with the City may have their bid considered until the default is cured to the satisfaction of the City Manager.
38. **Bid Protest Procedure**. See attached ***EXHIBIT 9.***
39. **Evaluation Criteria:** If this project is to be evaluated by an Evaluation Committee, the evaluation criteria is attached as **N/A.**

END OF SECTION

PROPOSAL SUBMITTAL CHECKLIST FORM

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

	Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":	Check Completed.
X	Proposal package shall consist of one (1) original unbound proposal, three (3) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy	
X	Indemnification and Insurance Documents ***EXHIBIT 2***	
X	Construction Bid Form, ***EXHIBIT 3***	
X	Signed Contract Documents (All – including General Conditions and Supplementary Conditions if attached) ***EXHIBIT 4, 5, & 6***	
X	Performance and Payment Bonds ***(As a Condition Award. Not required with Submittal.) EXHIBIT 7 & 8***	
X	Respondents Qualification Statement	
X	List of Proposed Subcontractors and Principal Suppliers	
X	Non-Collusion Affidavit	
X	Public Entity Crimes and Conflicts of Interest	
X	Drug Free Workplace	
X	Acknowledgement of Conformance with OSHA Standards	
X	Affidavit Concerning Federal & State Vendor Listings	
X	Related Party Transaction Verification Form	
X	Presentation Team Declaration/Affidavit of Representation	

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

Thomas F. Pepe
12/10/2015

RESPONDENT QUALIFICATION STATEMENT

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

The response to this questionnaire shall be utilized as part of the CITY'S overall Proposal Evaluation and RESPONDENT selection.

1. Number of similar projects completed,

a) In the past 5 years _____

In the past 5 years On Schedule _____

b) In the past 10 years _____

In the past 10 years On Schedule _____

2. List the last three (3) completed similar projects.

a) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

b) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price _____

Thomas F. Pepe
12/10/2015

c) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be attached to the proposal.
   a) RESPONDENT's home office organization chart.
   b) RESPONDENT's proposed project organizational chart.
   c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

   a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,

b) Any arbitration or civil or criminal proceedings, or

c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-Government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

Respondent shall list all proposed subcontractors, if subcontractors are allowed by the terms of this Solicitation to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Landscape			
Sodding and Turf Work			
Electrical			
Irrigation			
Paving			
Park Amenities			
Graphics			
Utilities			
Excavation			
Building			
Structures			
Plumbing			
Painting			
Testing Laboratory			
Soil Fumigator			
Signs			
Other:			

This list shall be provided to the City of South Miami by the apparent lowest responsive and responsible Bidder within five (5) business days after Bid Opening.

END OF SECTION

Thomas F. Pepe
12/10/2015

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and states that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of

_____ the Respondent that has submitted the attached Proposal;

(2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____
Witness

By: _____
Signature

_____
Witness

_____
Print Name and Title

_____
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)
_____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Thomas F. Pepe
12/10/2015

WITNESS my hand and official seal.

NOTARY PUBLIC:
SEAL OF OFFICE:

_____
Notary Public, State of Florida

_____
(Name of Notary Public: Print, Stamp or type as commissioned.)

____ Personally known to me, or

____ Personal identification:

_____
Type of Identification Produced

____ Did take an oath, or

____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

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

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

1. This sworn statement is submitted to

_____
[print name of the public entity]

by _____
[print individual's name and title]

for_____
[print name of entity submitting sworn statement]

whose business address is _____

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity crime; or
   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

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

_____
[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____

OR Produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(Type of identification) (Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

Thomas F. Pepe
12/10/2015

DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF SOUTH MIAMI

We, _____ _____, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **Multiple Locations for Road Resurfacing Projects** as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami and **N/A** (Consultant, if any) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

_____

_____

_____

to comply with such act or regulation.

CONTRACTOR

_____ _____
Witness

BY: _____
Name

_____
Title

Thomas F. Pepe
12/10/2015

AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, _____ (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

(1) I represent the Respondent whose name is _____.

(2) I have the following relationship with the Respondent _____ (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member> (if Respondent is a Limited Liability Company).

(3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

(4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category, it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if
Applicable

___ Convicted Vendor List
___ Suspended Vendor List
___ Discriminatory Vendor List
___ Federal Excluded Parties List
___ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

_____
(Print name of Declarant)

By: _____
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20_____, before me, the undersigned authority, personally appeared _____ who is personally know to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL

_____
(Name of Notary Public: Print, Stamp or type as commissioned.)

Thomas F. Pepe
12/10/2015

RELATED PARTY TRANSACTION VERIFICATION FORM

I _____, individually and on behalf of _____ ("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, *i.e.*, a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

_____

_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: _____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

_____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as

follows:_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:
_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name & Title: _____

Date: _____

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) ***Designation.***
This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.
(**b)** ***Definitions.*** For the purposes of this section the following definitions shall be effective:
(1) The term "commission members" shall refer to the mayor and the members of the city commission.
(2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
(3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
(4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
(5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
(6) The term "employees" shall refer to all other personnel employed by the city.
(7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
(8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
(9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
(10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.
(c) ***Prohibition on transacting business with the city.***
No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:
(1) The payment of taxes, special assessments or fees for services provided by the city government;
(2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.
Waiver of *prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:
(1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
(2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
(3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
(4) That the proposed transaction will be in the best interest of the city.
This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.
Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.
(d) ***Further prohibition on transacting business with the city.***

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

(1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or

(2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) Definition. The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) Exceptions. The provisions of paragraph (e)(1) shall not apply to:

a. Political contributions specifically authorized by state law;

b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);

c. Awards for professional or civic achievement;

d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) Prohibitions. A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;

b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;

c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or

d. Attendance or absence from a public meeting at which official action is to be taken.

(4) Disclosure. Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of $25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) ***Compulsory disclosure by employees of firms doing business with the city.***

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) ***Exploitation of official position prohibited.***

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) ***Prohibition on use of confidential information.***

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) ***Conflicting employment prohibited.***
No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.
(j) ***Prohibition on outside employment.***
(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.
c. Approval of department head required. Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.
d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed $500.00 and the costs of investigation incurred by the city.
(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.
(k) ***Prohibited investments.***
No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.
(l) ***Certain appearances and payment prohibited.***
(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.
(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.
(m) ***Actions prohibited when financial interests involved.***
No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.
(n) ***Acquiring financial interests.***
No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.
(0) ***Recommending professional services.***

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of
office and in advance at a public meeting attended by other city officials, officers or employees.

(p) ***Continuing application after city service.***

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs
(b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) ***City attorney to render opinions on request.***

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§
8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

PRESENTATION TEAM
DECLARATION/AFFIDVAIT OF REPRESENTATION

This affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalty of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

NAME	TITLE
_____	_____
_____	_____
_____	_____

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

Executed this _____ day of _____, 20 ___.

_____
Signature of Representative

_____ _____
Print Name and Title Print name of entity being represented

END OF SECTION

NOTICE OF AWARD

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

The City has considered the Proposal submitted by your firm for the **Multiple Locations for Road Resurfacing Projects** n response to its advertisement for Request for Proposal and Instructions to Respondents.

You are hereby notified that your Proposal has been accepted for the **Multiple Locations for Road Resurfacing Projects** in the lump sum amount of $_____, broken down as follows:

Base Proposal: _____

Alternate #1: _____

Alternate #2: _____

Alternate #3: _____

You are required by the Instructions to Respondents to execute the Contract Documents at the time of submittal of proposal and to furnish any required Performance Bond, Payment Bond, and insurance documents (see Proposal Submittal Checklist Form) within ten (10) day from the date of this notice to you.

Notwithstanding the fact that you have agreed, by responding to the Solicitation, to the terms of the contract attached to the Solicitation package, if you fail to execute said Contract and to furnish said bonds, the required insurance documentation within ten (10) calendar days from the date of this notice, the CITY shall have the right and be entitled, in its sole and absolute discretion, to disqualify the Proposal, revoke the award and retain the Proposal/Bid Bond/Security. Please be advised that if the contract price exceeds $5,000.00 or if it is a multi-year contract requiring payment out of more than one year's appropriation, the award and the contract must be approved by the City Commission before it is binding on the City.

BY: _____
Steven Alexander
City Manager

Dated this _____ day of _____, 20_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

On this the _____ day of _____, 20____.

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City Manager.

END OF SECTION

NOTICE TO PROCEED

PUBLIC CONSTRUCTION CONTRACT

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

TO: DATE:

PROJECT DESCRIPTION: **Multiple Locations for Road Resurfacing Projects** in accordance with Plans and specifications, if any, as may be prepared in whole or in part by CONSULTANT**,** referenced in the Supplementary Conditions and Contract Documents.

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the work within **90 calendar days**. The date of completion of all Work is therefore _____20___.

City of South Miami

BY: _____

_____
(print name)
City Manager, or designee

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

on this _____ day of _____, 20____.

BY: _____

TITLE: _____

END OF SECTION

EXHIBIT #1

SCOPE OF SERVICES

Attachment A

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

I. Scope of Work:

Scope of work involves performing road resurfacing work on selected streets within the City of South Miami and shall comply with applicable standards, including but not limited to the FDOT and the Miami Dade County Public Works standards. Work covered under this contract shall also include and is not limited to maintenance of traffic, off-duty Police officer, milling, clearing & grubbing, asphalt placement, and striping.

Scope of work involves performing 1" milling and 1" resurfacing with Type S-III asphaltic concrete at the locations described below. All striping shall be thermoplastic paint. Temporary paint shall be included within the thermoplastic paint item.

If the limerock base is impacted within the milling process, the base will need to be reworked and compacted to comply with Miami Dade County Public Works standards and specifications.

Off duty Police officers will be required for lane closures. An allowance will be provided for 160 hours of off-duty Police officers. The off-duty Police officer hour's item is an estimate. Selected contractor will be required to apply for a right of way permit, during which time Police will evaluate the MOT plan and assess if an off-duty police officer will be required. If the contractor believes that more than 160 hours are required for this project, the contractor shall adjust the quantities and total cost for this item in the proposal. If the number of hours required is less than the proposed number of hours, the difference shall be credited to the City.

Work activity is limited to the hours from 7:00 a.m. through 6:00 p.m., on weekdays from Monday through Friday.

II. Site Locations:

Location #1: SW 61 AVE (SW 40 & SW 44 ST)

- Includes approximately 2,040 SY to be milled and resurfaced
- A 24 inch white stop bar marking at both stop signs on SW 61 Avenue, intersecting with SW 42 ST
- 50 linear feet of double yellow 6 inch solid stripe on both sides (100LF total)

Location #2: SW 58 ST (SW 62 PL to SW 62 AVE)

- Includes approximately 1,100 SY to be milled and resurfaced
- A 24 inch white stop bar marking at the stop sign on SW 58 ST, intersecting with SW 62 Ave
- 50 linear feet of double yellow 6 inch solid stripe

Location #3: SW 66 AVE & SW 50 TR (SW 51 TR to SW 67 AVE)

- Includes approximately 1,820 SY to be milled and resurfaced
- A 24 inch white stop bar marking at each of the stop signs on SW 50 TR, intersecting with SW 67 AVE, and on SW 60 AVE, intersection with SW 51 TR
- 50 linear feet of double yellow 6 inch solid stripe on each end (100LF total)
- 60 linear feet of 12 inch solid white stripe for crosswalk
- 90 linear feet of 6 inch solid white stripe for edge line

Location #4: SW 81 ST (SW 62 AVE to SW 60 AVE)

- Includes approximately 1,600 SY to be milled and resurfaced
- A 24 inch white stop bar marking at the stop sign on SW 81 ST, intersecting with SW 62 AVE and on SW 60 Avenue, intersecting with SW 81 ST
- 50 linear feet of double yellow 6 inch solid stripe on SW 81 ST, intersecting with SW 62 AVE and on SW 60 AVE, intersection of SW 81 ST (100LF total)

Location #5: SW 60 AVE (SW 76 ST to SW 78 ST)

- Includes approximately 1,800 SY to be milled and resurfaced
- A 24 inch white stop bar marking at the stop signs on SW 60 AVE intersecting with SW 76 ST, and with SW 78 ST
- 50 linear feet of double yellow 6 inch solid stripe on SW 60 Ave, on each end (100LF total)

Values utilized for the purpose of this RFP are approximate. Contractor is responsible to field verify the areas, and quantities as per the limits defined by the sketch for each location.

WHEN SUBMITTING THE BID PACKAGE, THE RESPONDENT IS TO PROVIDE A LUMP SUM PRICE FOR ALL LOCATIONS LISTED ABOVE UNDER SECTION II "SITE LOCATIONS."

RESPONDENTS ARE TO PROVIDE A FEE BREAKDOWN, *(SCHEDULE OF VALUES)* INCLUDING UNIT COST AND QUANTITES FOR EACH TASK INCLUDED IN THE LUMP SUM PRICE; INCLUDING BUT NOT LIMITED TO: MOBILIZATION, MAINTENACE OF TRAFFIC, OFF-DUTY POLICE, RESURFACING (TYPE S-III ASPHALTIC CONCRETE), MILLING ASPHALT, STRIPING (THERMOPLASTIC PAINT).

FAILURE TO PROVIDE THE "SCHEDULE OF VALUES" TABLE SHALL RENDER THE PROPOSAL NON-RESPONSIVE:

Schedule of Values				
Item	Unit	Quantity	Unit Price	Total Price
Mobilization	LS	1		
Milling	SY	8,360		
Paving Type S III	TN	460		
6" White Thermoplastic Paint	LF	90		
6" Yellow Thermoplastic Paint	LF	800		
12" White Thermoplastic Paint	LF	60		
24" White Thermoplastic Paint	LF	96		
MOT	LS	1		
Police Officers	HR	160	$ 45	$ 7,200
			Total	

REFER TO EXHIBIT 3 "BID FORM." THE CITY WILL AWARD THE ENTIRE PROJECT, ALL SITE LOCATIONS #1 THROUGH #5, TO A SINGLE CONTRACTOR BASED ON THE LUMP SUM AMOUNT SUBMITTED.

III. Plans and Specifications:

Plans not applicable. Please refer to location sketch for reference, ***EXHIBIT 1, Scope of Services, Attachment B.***

IV. Project Duration & Liquidated Damages:

The current estimate to complete construction of the project is **60 calendar days substantial completion**. Thermoplastic paint shall be installed 30 calendar days after substantial completion. **90 total calendar days** to final completion from issuance of Notice to Proceed.

Liquidated Damages shall be paid by the Contractor at the rate of **$1,000.00 dollars per day,** plus any monies paid by the Owner to the Consultant, if any, for additional engineering and inspection services, if any, associated with such delay.

V. Warranty:

The standard manufacturer's warranty information must be provided in writing for all equipment being proposed, including installation by an authorized dealer.

NOTE: A Performance and Payment Bond is required for the full amount of the project.

END OF SECTION

EXHIBIT 1

SCOPE OF SERVICES

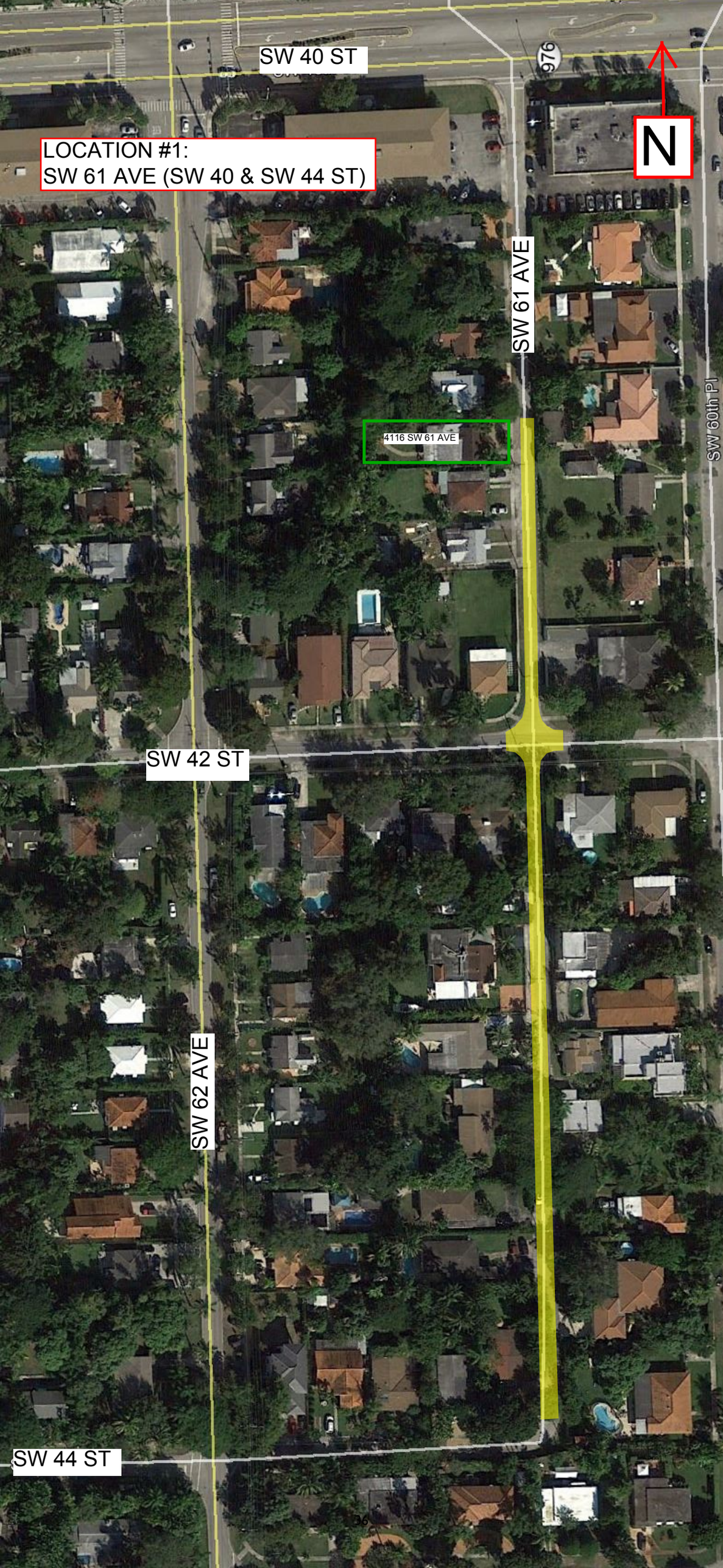
Attachment B

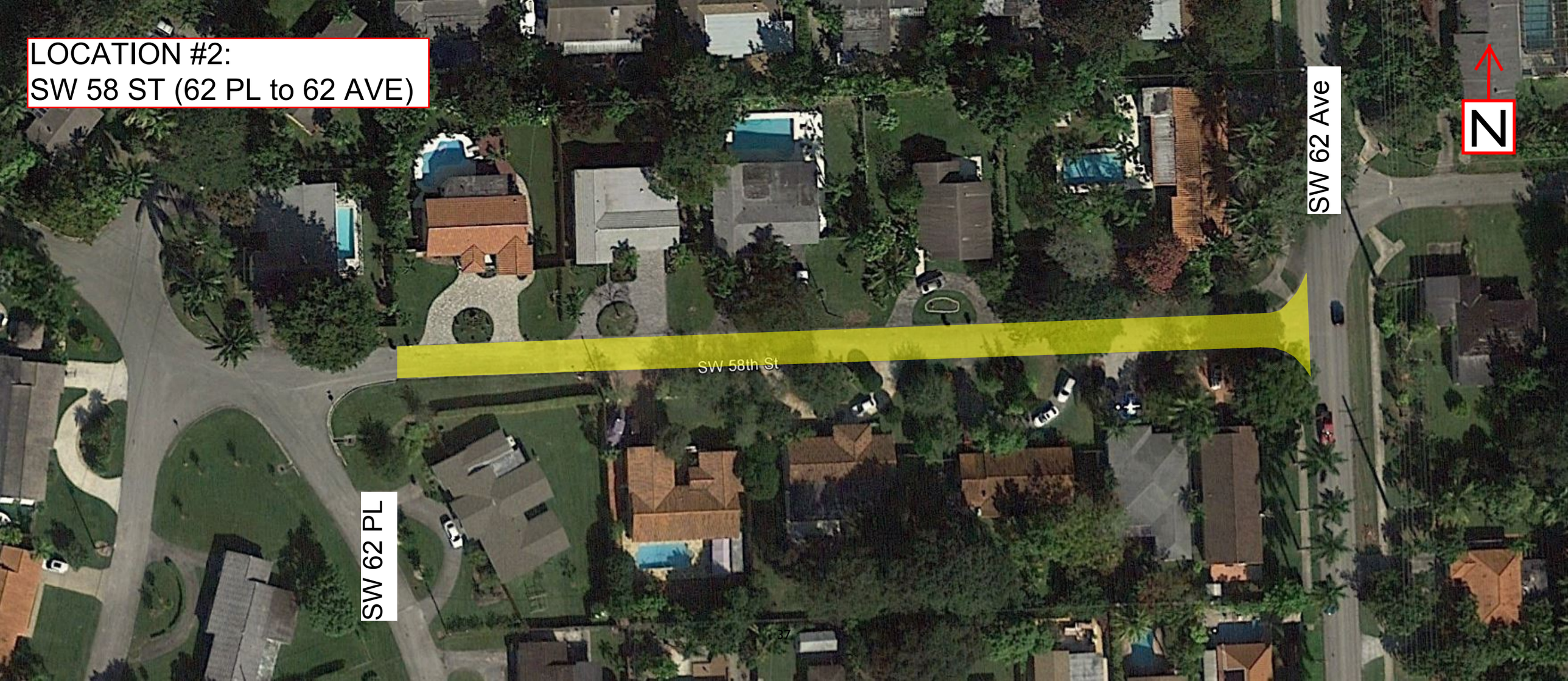
Multiple Locations for Road Resurfacing Projects

RFP #PW2016-08

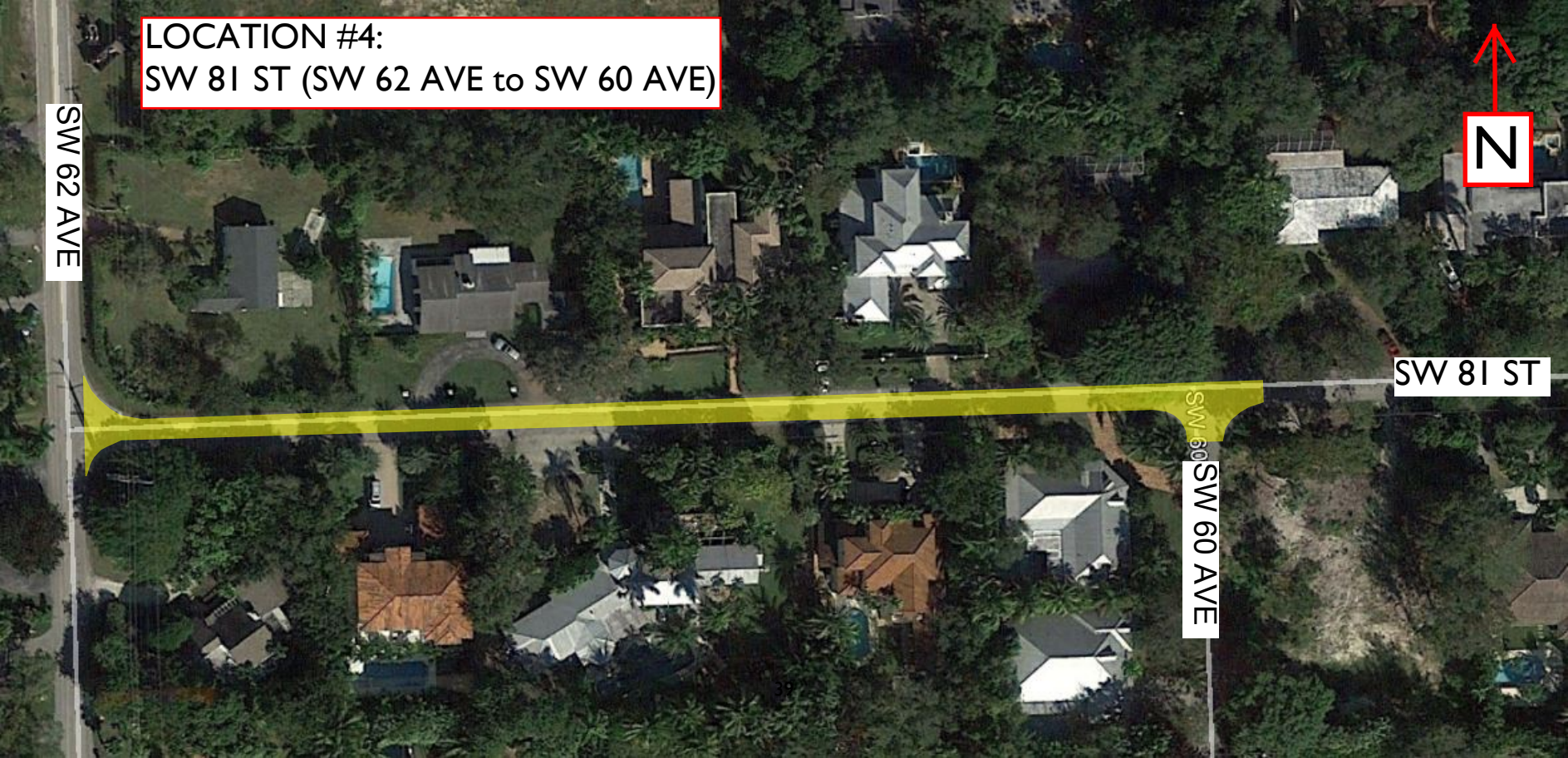
LOCATION SKETCH FOR ROAD RESURFACING PROJECTS

Thomas F. Pepe
12/10/2015


LOCATION #1:
SW 61 AVE (SW 40 & SW 44 ST)
SW 40 ST
976
N
SW 61 AVE
4116 SW 61 AVE
SW 60th Pl
SW 42 ST
SW 62 AVE
SW 44 ST


LOCATION #2:
SW 58 ST (62 PL to 62 AVE)
SW 58th St
SW 62 PL
SW 62 Ave
N

LOCATION # 3:
SW 66 AVE & SW 50 TR
(SW 51 TR to SW 67 AVE)
SW 50th Terrace
SW 50 TR
SW 66 AVE
SW 51 TR
SW 51st Terrace
SW 67 AVE
N


LOCATION #4:
SW 81 ST (SW 62 AVE to SW 60 AVE)
SW 62 AVE
SW 81 ST
SW 60 AVE
N

LOCATION #5:
SW 60 AVE (SW 76 ST to SW 78 ST)
N
SW 76 ST
SW 78 ST
SW 60 AVE

EXHIBIT 2

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

Insurance & Indemnification Requirements

1.01 Insurance

A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

1.02 Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

1.03 Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

1.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate, including:

- Personal Injury: $1,000,000;
- Medical Insurance: $5,000 per person;
- Property Damage: $500,000 each occurrence;

1.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of $1,000,000 per claim and $2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

(a) Premises and Operation

(b) Independent Contractors
(c) Products and/or Completed Operations Hazard
(d) Explosion, Collapse and Underground Hazard Coverage
(e) Broad Form Property Damage
(f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
(g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

1.06 Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) plus an additional One Million Dollar ($1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

(a) Owned Vehicles.
(b) Hired and Non-Owned Vehicles
(c) Employers' Non-Ownership

1.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

1.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

A. In the event that this contract involves the construction of a structure, the CONTRACTOR shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

1.09 Miscellaneous:

A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the Contractors duty to indemnify the City as provided in this Agreement.
D. Before starting the Work, the FIRM shall deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article 1 of this document) which shall include the declaration page and all required

endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

(1) a policy provision or an endorsement with substantially similar provisions as follows: "The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of 'bodily injury", 'property damage', or "personal and advertising injury" and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

(2) a policy provision or an endorsement with substantially similar provisions as follows: "This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City."

E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of $1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the city at the city's sole, absolute and unfettered discretion.

Indemnification Requirement

A. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Contractor or anyone acting through or on behalf of the Contractor.

B. The Contractor shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Contractor, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

C. The Contractor shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Contractor, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

D. The Contractor agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Contractor, CITY in no way assumes

or shares responsibility or liability for the acts or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. The Contractor has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

END OF SECTION

EXHIBIT 3

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

CONSTRUCTION
BID FORM

THIS PROPOSAL IS SUBMITTED TO:

Steven Alexander
City Manager
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

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

a. Respondent has examined copies of all the Solicitation Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

b. Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

c. Subsurface conditions: If applicable to this Solicitation, the Respondent represents that:
   i. Respondent has studied carefully all reports and drawings, if applicable, of subsurface conditions and drawings of physical conditions.
   ii. Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in this paragraph which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or the furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. The Respondent hereby acknowledges that no additional examinations, investigations, explorations, tests, reports or similar information or data are, or will, be required by Respondent for any reason in connection with the Proposal. The failure of the Respondent to request a pre-bid marking of the construction site by any or all utility companies shall create an irrefutable presumption that the Respondent's bid, or proposal price, has taken into consideration all possible underground conditions and Respondent, if awarded the contract, shall not be entitled to a change order for any such condition discovered thereafter.
   iii. Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

iv. Respondent has reviewed and checked all information and data shown or indicated in the Solicitation Package or in the Contract Documents with respect to existing Underground Facilities or conditions at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities and conditions that may affect the Work. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to any Underground Facilities or conditions are, or will be, required by Respondent in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents unless the Proposal specifically states that the contract price is subject to adjustment for future discovery of underground facilities and/or conditions that affect the cost of the Work and unless the respondent makes a written request to the City for additional information prior to submitting the bid or proposal as required in subsection ii above,

d. Respondent has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if any conflicts, errors or discrepancies have been found and notice given, the Respondent represents, by submitting its proposal to the City, that the Respondent has received sufficient notice of the resolution thereof from the City, that such resolution is acceptable to Respondent and that the Respondent waives any claim regarding the conflicts, errors or discrepancies.

e. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted pursuant to any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from responding; and Respondent has not sought by collusion or otherwise to obtain for itself any advantage over any other Respondent or over the CITY.

4. Respondent understands and agrees that the Contract Price is the amount that it needs to furnish and install all of the Work complete and in place. The Schedule of Values, if required, is provided for the purpose of Proposal Evaluation and when initiated by the CITY, it shall form the basis for calculating the pricing of change orders. The Contract Price shall not be adjusted in any way so as to result in a deviation from the Schedule of Values, except to the extent that the CITY changes the Scope of the Work after the Contract Date. As such, the Respondent shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place, Project for the Proposal Price. If this Solicitation requires the completion of a Cost and Technical Proposal, as may be set forth in in an exhibit to this Solicitation**, such proposal must be attached to this Bid Form and will take the place of the Lump Sum Price, otherwise, the Contract Price for the completed work is as follows**:

ALL SITE LOCATIONS #1 through #5:

LUMP SUM BASE PRICE: _____ dollars and _____cents

RESPONDENTS ARE TO PROVIDE A FEE BREAKDOWN INCLUDING UNIT COST AND QUANTITES FOR EACH TASK INCLUDED IN THE LUMP SUM PRICE; INCLUDING BUT NOT LIMITED TO: MOBILIZATION, MAINTENACE OF TRAFFIC, OFF-DUTY POLICE, RESURFACING (TYPE S-III ASPHALTIC CONCRETE), MILLING ASPHALT, STRIPING (THERMOPLASTIC PAINT).

FAILURE TO PROVIDE THE "SCHEDULE OF VALUES" TABLE, REFER TO EXHIBIT 1, "SCOPE OF SERVICES," SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

5. The ENTIRE WORK shall be completed, in full, within **90 calendar days** from the commencement date set forth in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as may be set forth in the Contract.

6. Insert the following information for future communication with you concerning this Proposal:

RESPONDENT:

Address: _____
Telephone: _____
Facsimile: _____
Contact Person _____

7. The terms used in this Proposal which are defined in the Contract shall have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this Solicitation Package.

8. If a **cost & technical proposal** is required by the Solicitation, Respondent hereby certifies that all of the facts and responses to the questions posed in the **cost & technical proposal,** if such an exhibit is made a part of the Solicitation, are true and correct and are hereby adopted as part of this **Bid Form,** and are made a part of this proposal, by reference**.**

9. By submitting this proposal, I, on behalf of the business that I represent, hereby agree to the terms of the form of contract contained in the Solicitation package and I agree to be bound by those terms, with any appropriate blank boxes, if any, checked and any blank lines filled in with the appropriate information contained in the Solicitation Documents and this Proposal, or such information that the City and I have agreed upon in the course of contract negotiations and which have been confirmed by the City in writing, including e-mail confirmation, if any. I hereby certify under penalty of perjury that I am the lawful representative of the business entity referenced in this Bid Form, that I have authority to bid for that entity and that all of the information and representations contained herein are true and correct to the best of my information and belief.

SUBMITTED THIS _____ DAY OF _____ 20____.

PROPOSAL SUBMITTED BY:

Company	Telephone Number
Name of Person Authorized to Submit Proposal	Fax Number
Signature	Email Address
Title	

END OF SECTION

EXHIBIT 4

CONSTRUCTION CONTRACT

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

THIS CONTRACT was made and entered into on this _____ day of _____, 20____, by and between _____ (hereafter referred to as "Contractor"), and the City of South Miami (hereafter referred to as "Owner"), through its City Manager (hereafter referred to as "City").

.

WITNESETH:

That, the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, transportation and any other items necessary to perform all of the work shown on and described in the Contract Documents and shall do everything required by this Contract and the other Contract Documents hereinafter referred to as the Work.
2. The Contract Documents shall include this Contract, General Conditions to the Contract, if any, the drawings, plans, specifications and project manual, if any, any supplementary or special conditions, other documents referring to this contract and signed by the parties, the solicitation documents ("hereinafter referred to as "Bid Documents") and any documents to which those documents refer which are used by the Owner as well as any attachments or exhibits that are made a part of any of the documents described herein.
3. The Contractor shall commence the Work to be performed under this Contract on a date to be specified in a Notice to Proceed and shall complete all Work hereunder within the length of time set forth in the Contract Documents.
4. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Contract Documents and any properly approved, written change orders, in lawful money of the United States, the amount of: (Spell Dollar Amount here) _____ _____Dollars ($_____.00___), Lump Sum ("Contract Price").
5. The expenses of performing Work after regular working hours, and on Sunday and legal holidays shall be included in the Contract Price. The City may demand, at any point in time, that any part, or all, of the Work be performed after regular working hours. In such event, the Respondent shall have no right to additional compensation for such work. However, nothing contained herein shall authorize work on days and during hours that are otherwise prohibited by ordinance unless specifically authorized or instructed in writing by the City.
6. If the Work is expected to require more than one month, the Owner shall make monthly partial payments to the Contractor on the basis of a duly certified and approved schedule of values for the Work performed during each calendar month by the Contractor, less the retainage (all as provided for in the Contract Documents), which is to be withheld by the Owner until completion and acceptance of the complete project in accordance with this Contract and the other Contract Documents and until such Work has been accepted by the City.
7. Upon submission by the Contractor of evidence satisfactory to the Owner that all labor, material, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, and after compliance with the terms for payment provided for in the Contract Documents, final payment on account of this Contract shall be made within sixty (60) calendar days after the completion by the Contractor of all Work covered by this Contract and the acceptance of such Work by the Owner.
8. The Work shall be **completed in 90 calendar days.** In the event that the Contractor shall fail to complete the Work within the time limit stipulated in the Contract Documents, or the extended time limit agreed upon, in accordance with the procedure as more particularly set forth in the Contract Documents, liquidated damages shall be paid by the Contractor at the rate of **$1,000.00 dollars per day**, plus any monies paid by the Owner to the Consultant, if any, for additional engineering and inspection services, if any, associated with such delay.

9. It is further mutually agreed between the parties hereto that if a Payment and/or Performance Bond ("Bond") is required and if, at any time after the execution of this Contract and the Bond for its faithful performance and payment, the City shall deem the Surety or Sureties upon such bond(s) to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work or payment to subcontractors and suppliers, the Contractor shall, at its expense within five (5) business days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work is furnished in the manner and in the form satisfactory to the City.
10. No additional Work or extras shall be done unless the same is duly authorized in writing, and in advance of the work, by appropriate action by the City and in accordance with the Contract Documents.
11. The date that this contract was "made and entered into" and its effective date is the date that the contract is the signed by the City or, if the contract is required to be approved by resolution of the City Commission, then the Effective Date is the date of the resolution approving the Contract whichever is the later date.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date set forth next to their name below and may be signed in one or more counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

CONTRACTOR: _____

Signature: _____

Print Signatory's Name: _____

Title of Signatory:_____

ATTESTED:

Signature: _____
Maria Menendez
City Clerk

Read and Approved as to Form, Language, Legality, and Execution Thereof:

Signature: _____
City Attorney

OWNER: **CITY OF SOUTH MIAMI**

Signature: _____
Steven Alexander
City Manager

END OF SECTION

EXHIBIT 5

CONSTRUCTION CONTRACT
GENERAL CONDITIONS

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated. These definitions shall always apply when the section of the Contract specifically refers to this Article for the purpose of interpreting a word or group of words in that section of the Contract Document. However, when the section of the Contract, where the word to be defined is used, does not specifically refers to this Article to define the word or group of words, the definitions contained in this Article shall not apply unless the word or group of words, in the context of it or their use in the Contract Document in question, is/are ambiguous and open for interpretation. In addition, these definitions shall also not apply to interpret terms in a specific provision of a Contract Document if that specific provision contains a definition of these terms:

Addenda: Written or graphic documents issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or correction.

Application for Payment: A form approved by the CONSULTANT, if any, or the City Manager which is to be used by the CONTRACTOR in requesting progress payments.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

Bidder: Any person, firm or corporation submitting a response to the Owner's solicitation for proposals or bids for Work.

Bid Documents: The solicitation for bids or proposals and all documents that make up the solicitation including the instructions, form of documents and affidavits.

Bonds: Bid bond, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the laws of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the City Manager authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

Work Order Proposals: Written proposals from the CONTRACTOR in response to orders or request for work based on the Scope of the Work provided by the City to the CONTRACTOR. The proposal includes line item pricing, where there are multiple locations, and the timeframe for completing the work.

CITY: The City Manager for the City of South Miami, 6130 Sunset Drive, South Miami, FL 33143, unless the context wherein the word is used should more appropriately mean the City of South Miami.

Construction Observer: An authorized representative of the CONSULTANT, if any, or otherwise a representative of the City assigned to observe the Work performed and materials furnished by the CONTRACTOR. The CONTRACTOR shall be notified in writing of the identity of this representative.

Contract Documents: The Contract Documents shall include the Contract between the Owner and the Contractor, other documents listed in the Contract and modifications issued after execution of the Contract as well as all Bid Documents including but not limited to the solicitation for Bid, CONTRACTOR'S Bid, the Bonds, Insurance endorsements, Insurance Certificates and policies, the Notice of Award, the Notice to Proceed, the General Conditions, Special Conditions, if any, any Supplementary Conditions, the Technical Specifications, Drawings, including any incorporated specifications, addenda to the drawings issued prior to execution of the Contract, Change Orders, Construction Change Directives and any written order for a minor change in the Work, and written modifications to any of the Contract Documents.

Contract Price: The total moneys payable to the CONTRACTOR pursuant to the terms of the Contract Documents.

Contract Time: The number of calendar days stated in the Contract for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the OWNER.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Contract.

CONSULTANT: The person identified as the CONSULTANT in the Supplementary Conditions or, if none, then CITY's designated representative as identified in the Supplementary Conditions.

Day: A period of twenty-four hours measured from the beginning of the day at 12:01 a.m. and it shall be presumed to be a calendar day unless specifically designated as a business day.
Days: The number of twenty-four (24) hour periods following the event to which the word "days" refers commencing at 12:01 a.m. at the start of the next day. Therefore, in computing any period of time prescribed or allowed by the Contract Documents, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day that is not a Saturday, Sunday or legal holiday.
Defective Work: Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been delegated to the Owner); substitutions that are not properly approved and authorized, any deficiency in the Work, materials and equipment; materials and equipment furnished under the Contract that are not good quality and new unless otherwise required or permitted by the Contract Documents.
Drawings: The drawings which show the character and Scope of the Work to be performed and which have been prepared or approved by the CONSULTANT, or if none, then by an architect or engineer hired by the City and are referred to in the Contract Documents.
Field Order: A written order issued by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.
Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order signed by both parties, (c) a written clarification or interpretation if issued by the CONSULTANT in accordance with paragraph 9.3 or (d) a written order for minor change or alteration in the Work issued by the CONSULTANT pursuant to Paragraph 10.2. A modification may only be issued after execution of the Contract, it must be in writing and signed by the party against whom the modification is sought to be enforced.
Non-conforming Work means work that does not conform to the Contract Documents and includes work that is unsatisfactory, faulty, or deficient or that does not meet the requirements of any applicable inspection, reference standard, test, or that does not meet any approval required by, or referred to in, the Contract Documents, or work that has been damaged prior to CONSULTANT's recommendation of final payment (unless responsibility for the protection thereof has been assumed in writing by CITY).
Notice of Award: The written notice by CITY to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by it within the time specified, CITY will execute and deliver the Contract to him.
Notice to Proceed: A written notice given by CITY to CONTRACTOR (with copy to CONSULTANT) fixing the date on which the Contract Time shall commence to run and on which CONTRACTOR shall start to perform its obligations under the Contract Documents.
Person: An individual or legal entity.
Project: The entire construction operation being performed as delineated in the Contract Documents.
Policy: The term "policy" as used in the Contract Documents shall mean the insurance binder, if it is issued, the declaration page of the policy and the body of the policy, including all endorsements.
RFP: Request for Proposal.
Scope of Services. This phrase refers to the scope of the services or work to be performed and it has the same meaning as Scope of the Work unless the context in which the phase is used clearly means otherwise.
Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contract Documents.
Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the construction site.
Substantial Completion: The date, as certified by the CONSULTANT, when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project, or a substantial part, can be utilized for the purposes for which it was intended without restriction or limitation to any degree, other than for the repair of minor "punch list" items; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.9. However, in no event shall the project or portion thereof, be deemed to be substantially completed until a certificate of occupancy or certificate of use is lawfully

issued by the applicable governmental agency. A certificate of Substantial Completion, issued by the CONSULTANT, shall be null and void if it is based on false, misleading or inaccurate information, from any source, or when it would not have been issue but for the consideration of Work that is thereafter found to be defective to a degree greater than that which would normally to be considered by the City to be minor "punch list" work.
Supplier: Any person or organization who supplies materials or equipment for the Work, including the fabrication of an item, but who does not perform labor at the site of the Work.
Surety: The individual or entity who is an obligor on a Bond and who is bound with the CONTRACTOR for the full and faithful performance of the Contract and for the payment of all labor, services and materials used on the project.
Work: Any and all obligations, duties and responsibilities necessary for the successful performance and completion of the Contract.
Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last known business address. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the City Manager and the CONSULTANT.

ARTICLE 2 – PRELIMINARY MATTERS

Award:

2.1 The CITY reserves the **right to reject any and all Bids, at its sole discretion**. Bids shall be awarded by the CITY to the lowest responsive and responsible Bidder. No Notice of Award shall be given until the CITY has concluded its investigation, as it deems necessary, to establish, to the satisfaction of the CITY, which Bidder is the most responsive and responsible of all the Bidders to complete the Work within the time prescribed and in accordance with the Contract Documents. The CITY reserves the right to reject the Bid of any Bidder who is not believed to be, in the sole discretion and satisfaction of the City, to be sufficiently responsible, qualified and financial able to perform the work. In analyzing a Bid, the CITY may also take into consideration alternate and unit prices, if requested by the Bid forms. If the Contract is awarded, the CITY shall issue the Notice of Award and give the successful Bidder a Contract for execution within ninety (90) day after opening of Bids.

Execution of Contract:

2.2 At least four counterparts of the Contract, the Performance and Payment Bond, the Certificates of Insurance, the Binder of Insurance if issued, the Insurance Declaration Page if not included in the Policy of Insurance, the Policy of Insurance required by the Contract Documents, the written notice of designated supervisor or superintendent as provided in Section 6.1 of the General Conditions and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award. A Contract Document that requires the signature of a party may be executed in counterparts separately by each of the parties and, in such event, each counterpart separately executed shall, without proof or accounting for the other counterpart be deemed an original Contract Document.

Forfeiture of Bid Security/Performance and Payment Bond, if any are required by the applicable RFP:

2.3 Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

2.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to OWNER the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, or Subcontractor employed pursuant to this Project. Each Bond shall be with a Surety company whose qualifications meet the requirements of Sections 2.3.4, 2.3.5, and 2.3.6.

2.3.2 Each Bond shall continue in effect for five years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.

2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, 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.

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

2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.

2.3.6 The CITY shall only be required to accept a surety bond from a company with a rating A. VII or better.

2.3.7 Failure of the successful Bidder to execute and deliver the Contract, and deliver the required bonds and Insurance documents shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

2.4 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinance, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that it has studied all surveys and investigations, reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work reflected in the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time:

2.5 The Contract Time shall commence to run on the date stated in the Notice to Proceed.

Starting the Project:

2.6 CONTRACTOR shall start to perform its obligations under the Contract Documents on the date the Contract Time commences to run. No Work shall be done at the site (as defined in Article 1), prior to the date on which the Contract Time commences to run, except with the written consent of the CITY.

Before Starting Construction:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements and conditions. It shall at once report in writing to CONSULTANT any conflict, error, or discrepancy which it may discover. Neither the OWNER nor the CONSULTANT shall be liable for any harm, damage or loss suffered by CONTRACTOR as a result of its failure to discover any conflict, error, or discrepancy in the Drawings or Specifications nor shall the CONTRACTOR be entitled to any compensation for any harm, damage or loss suffered by the CONTRACTOR due to any conflict, error, or discrepancy in the Contract Documents.

Schedule of Completion:

2.8 Within Five (5) business days after delivery of the Notice to Proceed by CITY to CONTRACTOR, CONTRACTOR shall submit to CONSULTANT for approval, an estimated construction schedule indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. The CONSULTANT shall approve this schedule or require revisions thereto within seven (7) calendar days of its submittal. If there is more than one CONTRACTOR involved in the Project, the responsibility for coordinating the Work of all CONTRACTORS shall be provided in the Special Conditions.

2.9 Within five (5) business days after delivery of the executed Contract by CITY to CONTRACTOR, but before starting the Work at the site, a pre-construction conference shall be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY'S representative, CONSULTANT, Resident Project Representatives, CONTRACTOR and its Superintendent.

Qualifications of Subcontractors, Material men and Suppliers:

2.10 Within five (5) business days after bid opening, the apparent lowest responsive and responsible Bidder shall submit to the CITY and the CONSULTANT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) calendar days after receiving the list, the CONSULTANT will notify the CONTRACTOR in writing if either the CITY or the CONSULTANT has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the CITY or the CONSULTANT to make objection to any Subcontractor, person, or organization on the list within thirty (30) calendar days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the CITY or the CONSULTANT to reject defective Work, material or equipment, or any Work, material or equipment not in conformance with the requirements of the Contract Documents.

2.11 If, prior to the Notice of Award, the CITY or the CONSULTANT has reasonable objection to any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award, submit an acceptable substitute without an increase in its bid price.

2.12 The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

ARTICLE 3–CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the OWNER and the CONTRACTOR. They may be altered only by a modification as defined in Article 1.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all the documents. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, it shall, before proceeding with the Work affected thereby, immediately call it to the CONSULTANT's attention in writing. The various Contract Documents are complementary; in case of conflict, error or discrepancy, the more stringent interpretation and requirement that shall provide the maximum benefit to the Owner shall apply

3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure, providing the indicated functions, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CONSULTANT before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 The CONTRACTOR shall be responsible for making the construction of habitable structures under this Contract rain proof, and for making equipment and utility installations properly perform the specified function. If the CONTRACTOR is prevented from complying with this provision due to the Drawings or Specifications, the CONTRACTOR shall immediately notify the CONSULTANT in writing of such limitations before proceeding with construction in the area where the problem exists.

3.7 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Florida Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of the Bid.

3.8 Brand names where used in the technical specifications, are intended to denote the standard or quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use capable of performing the same function, in the opinion of the CONSULTANT, as the material or product so specified. Proposed equivalent items must be approved by CONSULTANT before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand, make and model specified).

3.9 Throughout this agreement the male pronoun may be substituted for female and neuter and vice versa and the singular words substituted for plural and plural words substituted for singular wherever applicable.

3.10 All technical interpretations shall be made by the CONSULTANT as set forth in Section 9.3 below.

3.11 The CONTRACTOR shall have advised the CONSULTANT, prior to performing any work involving a conflict in the Contract Documents and the CONSULTANT shall make the final decision as to which of the documents shall take precedence. In the event that there is a conflict between or among the Contract Documents, only the latest version shall apply and the latest version of the Contract Documents. The CONSULTANT shall use the following list of Contract Documents as a guide. These documents are set forth below in the order of their precedence so that all the documents listed above a given document should have precedence over all the documents listed below it.

(a) Change Orders
(b) Amendments/addenda to Contract
(c) Supplementary Conditions, if any
(d) Contract with all Exhibits thereto
(e) General Conditions
(f) Written or figured dimensions
(g) Scaled dimensions
(h) Drawings of a larger scale
(i) Drawings of a smaller scale
(j) Drawings and Specifications are to be considered complementary to each other

ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

Availability of Lands:

4.1 The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

4.2 The CITY will, upon request, furnish to the Bidders, copies of all available boundary surveys and subsurface tests at no cost.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the OWNER/ CONSULTANT on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made part of this Contract, or any other information made available to it prior to receipt of bids. Any failure by the CONTRACTOR to acquaint itself with the available information shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing Work. The OWNER assumes no responsibility for any

conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER/ CONSULTANT.

Differing Site Conditions:

4.4 The CONTRACTOR shall within forty-eight (48) hours of its discovery, and before such conditions are disturbed, notify the CITY in writing, of:

4.4.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, and

4.4.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract. The CITY shall promptly investigate the conditions, and if it finds that such conditions do materially differ to the extent as to cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

4.5 No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in 4.4 above; provided, however, the time prescribed therefore may be extended by the CITY, but only if done in writing signed by the City Manager or the CONSULTANT.

ARTICLE 5 – INSURANCE Contractor shall comply with the insurance requirements set forth in the Supplementary Conditions to the Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 The CONTRACTOR shall supervise and direct the Work. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain a qualified supervisor or superintendent (hereinafter referred to as "Supervisor" at the Work site who shall be designated in writing by the CONTRACTOR, before the CONTRACTOR commences the Work and within the time required by the Contract, as the CONTRACTOR'S representative at the site. The Supervisor or so designated shall have full authority to act on behalf of the CONTRACTOR and all communications given to the Supervisor shall be as binding as if given to the CONTRACTOR. The Supervisor(s) shall be present at each site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Supervisor shall be mailed to the CONTRACTOR'S home office).

6.1.1 The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site at all times and in good order and annotated to show all changes made during the construction process. These shall be available to the CONSULTANT and any CITY Representative at all reasonable times. A set of "As-Built" drawings, as well as the original Specifications, Drawings, Addenda, Modifications and Shop Drawings with annotations, shall be made available to the City at all times and it shall be delivered to the CITY upon completion of the Project.

Labor, Materials and Equipment:

6.2 The CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.

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

6.4 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Work, Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the CONSULTANT a list of proposed materials, equipment or products, together with such samples as may be necessary for them to determine their acceptability and obtain their approval, within ninety (90) calendar days after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the CONSULTANT.

6.6.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the CONSULTANT, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or the Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the CONSULTANT who shall be the judge of quality.

6.6.3 Delay caused by obtaining approvals for substitute materials shall not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any Work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any Work disarranged by such alterations, at any time before completion and acceptance of the Project. All such Work shall be done at the expense of the CONTRACTOR.

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that they have good title to all materials and supplies used by them in the Work.

6.6.6 Non-conforming Work: The City of South Miami may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements or conform to the plans and drawings. Upon written notification of rejection, items shall be removed or uninstalled within five (5) business days by the CONTRACTOR at his own expense and redelivered and/or reinstalled at his expense. Rejected goods left longer than thirty (30) calendar days shall be regarded as abandoned and the CITY shall have the right to dispose of them as its own property and the CONTRACTOR thereby waives any claim to the good or to compensation of any kind for said goods. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

6.6.7 In case of default by the CONTRACTOR, the City of South Miami may procure the articles or services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

6.6.8 The CITY reserves the right, in the event the CONTRACTOR cannot provide an item(s) or service(s) in a timely manner as requested, to obtain the good and/or services from other sources and deducting the cost from the Contract Price without violating the intent of the Contract.

<u>Concerning Subcontractors:</u>

6.7 The CONTRACTOR shall not employ any Subcontractor, against whom the CITY or the CONSULTANT may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to payment of any subcontractor or other person or

organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors material and men engaged upon their Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The CITY or CONSULTANT will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the CONSULTANT, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CONSULTANT in writing.

6.12A Discrimination: No action shall be taken by the any subcontractor with regard to the fulfilment of the terms of the subcontract, including the hiring and retention of employees for the performance of Work that would discriminate against any person on the basis of race, color, creed, religion, national origin, sex, age, sexual orientation, familial status or disability. This paragraph shall be made a part of the subcontractor's contract with the Contractor.

Patent Fees and Royalties:

6.13 The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the OWNER and the CONSULTANT and anyone directly or indirectly employed by either of them from against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after the completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent and/or royalty rights as to any materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by them of materials, appliances and articles.

Permits:

6.15 The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay for all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the CITY and when so stated in the Special Conditions, there will be no charges to the CONTRACTOR. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall also pay all public utility charges.

Electrical Power and Lighting:

6.16 Electrical power required during construction shall be provided by each prime CONTRACTOR as required by it. This service shall be installed by a qualified electrical Contractor approved by the CONSULTANT. Lighting shall be provided by the CONTRACTOR in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the CONTRACTOR.

Laws and Regulations:

6.17 The CONTRACTOR shall comply with all notices, laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, it shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, it shall bear all costs arising there from; however, it shall not be its primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Discrimination:

6.17A No action shall be taken by the Contractor with regard to the fulfilment of the terms of the Contract, including the hiring and retention of employees for the performance of Work that would discriminate against any person on the basis of race, color, creed, religion, national origin, sex, age, sexual orientation, familial status or disability.

Taxes:

6.18 Cost of all applicable sales, consumer use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

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

6.19.1 All employees and other persons, who may be affected thereby,

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

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

6.20 The CONTRACTOR shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CONSULTANT or CITY, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the CONSULTANT prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawings and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT for review, in accordance with the accepted schedule of shop drawing submissions, six (6) copies (or at the CONSULTANT option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The Shop Drawings shall be numbered and identified as the CONSULTANT may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information without any unnecessary investigation.

6.23 The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents.
All samples shall have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR shall notify the CONSULTANT, in writing, of any deviations between the Shop Drawings or samples and the requirements of the Contract Documents.

6.25 The CONSULTANT shall review with responsible promptness Shop Drawings and Samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate

review of the assembly in which the items functions. The CONTRACTOR shall make any corrections required by the CONSULTANT and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall notify the CONSULTANT, in writing, of any prior Shop Drawing or revisions to Shop Drawings that are in conflict with each submission or re-submission. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and/or verified all quantities, dimension, field construction criteria, materials, catalog numbers and similar data or they assume full responsibility for doing so, and that they have reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a submittal of a Shop Drawing or sample shall be commenced until the submission has been reviewed and approved in writing by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order, in a book or binder, in chronological order or in such other order required by the CONSULTANT in writing, by the CONTRACTOR at the site and shall be available to the CONSULTANT.

6.27 The CONSULTANT's review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has informed the CONSULTANT, in writing, to each deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or samples.

6.27A The CONTRACTOR shall be liable to the OWNER for any additional cost or delay that is caused by its failure to notify the CONSULTANT of any of said deviations or conflicts between Shop Drawings or due to errors in the Shop Drawings or samples.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish as well as all other material and equipment that does not form a part of the Work, from the property, roadways, sidewalks, parking areas, lawn and all adjacent property. In addition, the CONTRACTOR shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to its occupancy and he shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work so as to leave the whole Work and Work Site in a neat and presentable condition.

6.29 If the CONTRACTOR does not clean the Work site, the CITY may clean the Work Site of the materials referred to in paragraph 6.28 and charge the cost to the CONTRACTOR.

Public Convenience and Safety:

6.30 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies and in particular, the City of South Miami Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.31 The CONTRACTOR shall provide on-site office, and necessary toilet facilities, secluded from public observation, for use of all personnel on the Work Site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. They shall commit no public nuisance. Temporary field office and sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.32 Contractor shall comply with the indemnification requirements set forth in the RFP and in ***EXHIBIT 2*** of the Supplementary Conditions (Insurance and indemnification requirements).

6.33 In the event that any action or proceeding is brought against OWNER or CONSULTANT by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against OWNER or CONSULTANT, excluding only those claims that allege that the injuries arose out of the sole negligence of OWNER or CONSULTANT.

6.34 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the CONSULTANT, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CONSULTANT, its agents or employees provided such act or omission is the primary cause of injury or damage.

6.34A All of the forgoing indemnification provisions shall survive the term of the Contract to which these General Conditions are a part. Indemnification shall not exceed an amount equal to the total value of all insurance coverage required by Section 5.1 of this document. Indemnification is limited to damages caused in whole or in part by any act, omission, or default of the Contractor, the Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

Responsibility for Connection to Existing Work:

6.35 It shall be the responsibility of the CONTRACTOR to connect its Work to each part of the existing Work, existing building or structure or Work previously installed as required by the Drawings and Specifications to provide a complete installation.

6.36 Excavations, grading, fill, storm drainage, paving and any other construction or installations in rights-of-ways of streets, highways, public carrier lines, utility lines, either aerial, surface or subsurface, etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the Work described in this paragraph 6.36. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate, from the proper authorities, stating that the Work has been done in accordance with their requirements.

6.36.1 The CITY will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.36.2 The CONSULTANT shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.37 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations (hereinafter referred to as "third parties") owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items are properly shored, supported and protected, that their location is identified and to obtain authority from these third parties for relocation if the CONTRACTOR desires to relocate the item. The CONTRACTOR shall give all proper notices, shall comply with all requirements of such third parties in the performance of his Work, shall permit entrance of such third parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such third parties for their work.

6.37.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.37.2 The CONTRACTOR shall have made itself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment use in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of damage or delay caused by his ignorance thereof.

Use Premises:

6.38 CONTRACTOR shall confine its apparatus, storage of materials, and operations of its workmen to the limits indicated by law, ordinances, permits and directions of CONSULTANT and CITY, and shall not unnecessarily encumber any part of the site or any areas off site.

6.38.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall it subject any work to stresses or pressures that will endanger it.

6.38.2 CONTRACTOR shall enforce the rules and regulation promulgated by the CONSULTANT and OWNER as well as their instructions with regard to signs, advertisements, fires and smoking.

6.38.3 CONTRACTOR shall arrange and cooperate with CITY in routing and parking of automobiles of its employees, subcontractors and other personnel, as well as that of the material delivery trucks and other vehicles that come to the Project site.

6.38.4 The City will designate specific areas on the site for storage, parking, etc. and the job site shall be fenced to protect the job site and the general public.

6.38.5 The CONTRACTOR shall furnish, install and maintain adequate construction office facilities for all workers employed by it or by its Subcontractors. Temporary offices shall be provided and located where directed and approved by the CONSULTANT. All such facilities shall be furnished in strict accordance with existing governing regulations. Field offices shall include telephone facilities.

Protection of Existing Property Improvements:

6.38 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored at the expense of the CONTRACTOR to a condition equal to that existing at the time of award of Contract.

ARTICLE 7 - WORK BY OTHERS.

7.1 The CITY may perform additional Work related to the Project or may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or the OWNER, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with theirs.

7.2 If any part of the CONTRACTOR'S Work depends upon proper execution or results of the Work of any other contractor or the OWNER, the CONTRACTOR shall promptly report to the CONSULTANT in writing any defects or deficiencies in such Work that render it unsuitable for the CONTRACTOR's Work.

7.3 The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and fit to receive or be received by such other Work. The CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and shall only cut or alter their Work with the written consent of the CONSULTANT and of the other contractor whose work will be affected.

7.4 If the performance of additional Work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the OWNER or others will cause the CONTRACTOR additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction Work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the Work shall require specific approval of the CONSULTANT.

7.6 Necessary chases, slots, and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of the work of other contractors where it is cut by them and such patching and finishing shall be at the expense of CONTRACTOR

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate their operation with those of the other Contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each of several contractors working on the Project Site shall keep themselves informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with the CONTRACTOR's operations, the CONTRACTOR shall notify the CONSULTANT immediately and in writing. Lack of such notice to the CONSULTANT shall be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of CONTRACTOR's own Work.

7.9 The cost of extra Work resulting from lack of notice, untimely notice, failure to respond to notice, Defective Work or lack of coordination shall be the CONTRACTOR's cost.

7.10 The CITY reserves the right in the event the CONTRACTOR cannot provide an item(s) or service(s) in a timely manner as requested, to obtain the good and/or services from other sources and deducting the cost from the Contract Price without violating the intent of the Contract.

ARTICLE 8 – CITY'S RESPONSIBILITIES.

8.1 The CITY will issue all communications to the CONTRACTOR through the CONSULTANT.

8.2 In cases of termination of employment of the CONSULTANT, the CITY will appoint a CONSULTANT whose status under the Contract Documents shall be that of the former CONSULTANT.

8.3 The CITY shall promptly furnish the data required of them under the Contract Documents.

8.4 The CITY'S duties in respect to providing lands and easements are set forth in Paragraphs 4.1 and 4.2.

8.5 The CITY shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 9 – CONSULTANTS' STATUS DURING CONSTRUCTION.

City's Representative:

9.1 The CONSULTANT shall be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of the CONSULTANT as the CITY'S representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the CITY and the CONSULTANT.

9.1.1 The CONSULTANT's decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract or the breach thereof, shall be decided in a court of competent jurisdiction within the State of Florida.

Visits to Site:

9.2 The CONSULTANT shall provide an inspector to make periodic visits to the site at each phase of construction to observe the progress and quality of the executed Work and to determine if the Work is proceeding in accordance with the Contract Documents. His efforts shall be directed toward providing assurance for the OWNER and all applicable regulatory agencies that construction is in compliance with the Construction Documents and applicable laws, rules and regulations. On the basis of these on site-observations as an experienced and qualified design professional, he shall keep the CITY informed of the progress of the Work and shall guard the OWNER against defects and deficiencies in the Work of CONTRACTOR.

Clarifications and Interpretations:

9.3 The CONSULTANT shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as it may determine necessary, which shall be consistent with, or reasonably inferable from, the overall intent of the Contract Documents. If the CONTRACTOR seeks an increase in the Contract Price or extension of Contract Time based on a written clarification and/or interpretation, it shall be required to submit a timely claim as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract shall be measured by the CONSULTANT according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The CONSULTANT shall have authority to disapprove or reject Work that is "Defective Work" as defined in Article 1. It shall also have authority to require special inspection or testing of the Work including Work fabricated on or off site, installed or completed as provided. In the event that the CONSULTANT requires testing of completed Work, the cost of such inspections and/or testing shall be approved in writing by the CITY. All consequential cost of such inspections and testing, including but not limited to the cost of testing and inspection, the cost of repairing any of the Work, or the work of others, the cost to move furniture and equipment and/or the cost to provide alternative facilities until the repair work can be completed, shall paid by the CONTRACTOR if the Work is found to be Defective Work.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the CONSULTANT responsibility as to Shop Drawings and samples, see paragraphs 6.25 through 6.28, inclusive.

9.7 In connection with the CONSULTANT's responsibility for Change Orders see Articles 10, 11, and 12.

9.8 In connection with the CONSULTANT responsibilities with respect to the Application for Payment, etc., see Article 14.

Decisions on Disagreements:

9.10 The CONSULTANT shall be the initial interpreter of the Construction Documents.

Limitations on Consultant's Responsibilities:

9.11 The CONSULTANT will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

9.12 The CONSULTANT will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their agent, servants or employees, or any other person performing any of the Work under or through them.

ARTICLE 10 - CHANGES IN THE WORK.

10.1 Without invalidating the Contract, the CITY may, at any time or from time to time, order additions, deletions or revisions in or to the Work which shall only be authorized by a written Change Orders. Upon receipt of a Change Order, the CONTRACTOR shall proceed with the Work involved. All such Work shall be performed under the applicable conditions of the Contract Documents. If any authorized written Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A written Change Order signed by the CITY and the CONTRACTOR indicates their agreement to the terms of the Change Order. All Change Orders shall be certified by the CONSULTANT as to the appropriateness and value of the change in the Work as well as to any change in the time to complete the Work under the circumstances. The failure to include a time extension in the Change Order or in the request for a change order shall result in a waiver of any extension of time due to the change in the work as reflected in the Change Order.

10.2 The CONSULTANT may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents without the need for a formal written Change Order provided the CONTRACTOR does not request additional time or additional compensation. These may be accomplished by a written Field Order. If the CONTRACTOR believes that any change or alteration authorized by the CONSULTANT's Field Order would entitles the CONTRACTOR to an increase in the Contract Price or extension of Contract Time, it must submit a written notice of intent to demand a Change Order within twenty-four (24) hours of the issuance of the Field Order and submit a written proposal for Change Order within four (4) days thereafter, otherwise the CONTRACTOR shall be deemed to have waived such claim.

10.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order shall not entitle it to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraph 10.2.

10.4 The CITY will execute appropriate Change Orders prepared by the CONSULTANT covering changes in the Work, to be performed as provided in paragraph 4.4, and Work performed in an emergency as

provided in paragraph 6.22 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CONSULTANT.

10.5 It is the CONTRACTOR'S responsibility to notify its Surety of any changes affecting the general Scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such an adjustment to the CITY before commencement of the Change Order Work. The Work shall be stopped until the CONTRACTOR provides such proof of adjustment in the Bond amount and any such delay shall be charged to the CONTRACTOR.

ARTICLE 11 – CHANGE OF CONTRACT PRICE.

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for Performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without changing the Contract Price.

11.2 The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes to or in:

- 11.2.1 Specifications (including drawings and designs);
- 11.2.2 Method or manner of performance of the Work.
- 11.2.3 CITY-furnished facilities, equipment, materials, services, or site; or
- 11.2.4 Acceleration in the performance of the Work.

11.3 Except as provided in this section, or sections referred to in this section, no order, statement, or conduct of the CITY shall be treated as a Change Order or entitle the CONTRACTOR to an equitable adjustment unless and until the change in the Work is specifically and expressly provided for in a written Change Order, or as otherwise provided in another section of the Contract Documents.

11.4 When a Change Order is issued by the CONSULTANT and signed by the CITY or issued by the CITY in writing, the CONTRACTOR shall perform the Work even if the CONTRACTOR does not agree with the dollar amount of the Change Order. If any Change Order causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work under this Contract, for which the CITY and the CONTRACTOR cannot reach a timely agreement, an equitable adjustment based on the cost of the Work shall be made and the Contract modified accordingly.

11.5 If the CONTRACTOR intends to assert a claim for an equitable adjustment or contest the equitable adjustment made by the CONSULTANT, it shall, within ten (10) calendar days after receipt of a written Change Order, submit to the CITY and CONSULTANT a written notice including a statement setting forth the general nature and monetary extent of such claim for equitable adjustment, time extension requested and supporting data. In determining the cost of the Change Order, the costs shall be limited to those listed in section 11.7 and 11.8.

11.6 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

11.7 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 11.7.1 By negotiated lump sum.
- 11.7.2 On the basis of the reasonable cost and savings that results from the change in the Work plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit not to exceed 15%. If the CONTRACTOR disagrees with the CONSULTANTs determination of reasonable costs, the CONTRACT shall provide a list of all costs together with backup documentation

11.8 The term cost of the Work means the sum of all direct extra costs necessarily incurred and paid by the CONTRACTOR in the proper performance of 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 Miami-Dade County and shall include only the following items:

- 11.8.1 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 shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by

CITY and provided it was not in any way, whether in whole or in part the result of the fault of the CONTRACTOR due to negligence of the CONTRACTOR or those acting by or through him or due in whole or in part to Defective Work of the CONTRACTOR.

11.8.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. The CONTRACTOR shall notify the CITY of all cash discounts that are available and offer the CITY the opportunity to deposit funds with the CONTRACTOR for the payment for items that offer a discount. Cash discounts shall accrue to CONTRACTOR unless the CONTRACTOR fails to timely notify the CITY of the discounts or if the OWNER deposits funds with CONTRACTOR with which to make payments in which cases the cash discounts shall accrue to the OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.8.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine, with the advice of the CONSULTANT, which Bids will be accepted. No subcontract shall be a cost plus contract unless approved in writing by the CITY. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance this section 11.8 and in such case the word "Subcontractor" shall be substituted for the word "CONTRACTOR".

11.8.4 Rentals of all construction equipment and machinery, except hand tools, 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 terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.8.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

11.8.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.8.7 The cost of utilities, fuel and sanitary facilities at the site.

11.8.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.8.9 Cost of premiums for additional Bonds and insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.

11.9 The term Cost of the Work shall NOT include any of the following:

11.9.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expediters, 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 schedule referred to in Subparagraph 11.5.

11.9.2 Expenses of CONTRACTOR'S principal and branch offices other than its office at the site.

11.9.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.9.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.8.9).

11.9.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.9.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.8.

11.10 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for its overhead and profit shall be determined as follows:

11.10.1 A mutually acceptable firm fixed price; or if none can be agreed upon.

11.10.2 A mutually acceptable fixed percentage (not to exceed 15%).

11.11 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease in costs calculated in the same manner as provided in 11.8. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

ARTICLE 12 - TIME FOR COMPLETION, LIQUIDATED DAMAGES AND CHANGE OF THE CONTRACT TIME.

12.1 Time is of the essence to this contract and the date of beginning and the time for completion of the Work are essential conditions of the Contract. Therefore, the Work shall be commenced on the date specified in the Notice to Proceed and completed within the time specified for completion of the work.

12.2 The CONTRACTOR shall proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extension of time shall be granted due conditions that the Contractor knew of or should have known of before bidding on the project or due to inclement weather, except as provided in section 12.7.

12.3 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the CITY, then the CONTRACTOR shall pay to the OWNER the amount of liquidated damages as specified in the Contract Documents for each calendar day after the scheduled date for completion as adjusted by written Change Orders that extended the completion date.

12.3.1 These amounts are not penalties but are liquidated damages incurred by the OWNER for its inability to obtain full use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

12.3.2 CITY is authorized to deduct the liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

12.4 The Contract Time may only be changed by a written Change Order. Any claim for an extension in the CONTRACT TIME shall be based on written notice delivered to the CITY and CONSULTANT within five (5) business days of the occurrence of the event giving rise to the claim and stating the general nature of the claim including supporting data. All claims for adjustment in the Contract Time shall be evaluated and recommended by the CONSULTANT, with final approval by the CITY'S representative. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.5 All time limits stated in the Contract Documents are of the essence of the Contract.

12.6 No claim for delay shall be allowed because of failure to furnish Drawings before the expiration of fourteen (14) calendar days after demand has been made in writing to the CONSULTANT for such Drawings. Furthermore, there shall be no monetary compensation for such delay and the CONTRACTOR's sole remedy shall be an extension of time for the period of delay.

12.7 Extensions to the Contract Time for delays caused by the effects of inclement weather shall not be granted unless the weather was unusual for South Florida and could not have been anticipated, the abnormal weather is documented by records from the national weather service and the abnormal weather is documented to have had a substantial affected on the construction schedule.

12.8 No Damages for Delay: The CONTRACTOR agrees that he shall not have any claim for damages due to delay unless the delay exceeds 6 months, whether individually or cumulatively, and then the damages shall be limited to increased cost of materials that were unanticipated and that would not have been incurred but for the delay. Other than as set forth above, the only remedy for any delay shall be limited to an extension of time as provided for in Section 12.4 which shall be the sole and exclusive remedy for such resulting delay. Other than as set forth above, CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, overhead or lost profits, 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.

12.9 The CONTRACTOR waives all claims that are not presented to the City in writing on or before the 21st day following the date of the event upon which the claim is based.

12.10 Dispute Resolution: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the city department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney and the CONSULTANT shall rule on the disputed issue and send a written copy of its decision to the CONTRACTOR. CONTRACTOR shall comply with such decision and shall not delay the project.

ARTICLE 13 – GUARANTEE.

13.1 The CONTRACTOR shall guarantee and unconditionally warrant through either the manufacturer or the CONTRACTOR directly, all materials and equipment furnished and Work performed for patent Defective Work for a period of one (1) year from the date of Final Acceptance as indicated in the CONSULTANT Letter of Recommendation of Acceptance, if issued, the Certificate of Occupancy, if issued, or the Certificate of Completion, if issued by the City, whichever is applicable and if more than one is applicable, the one that is issued last, for patent Defective Work,. The same guarantee and unconditional warranty shall be extended for three (3) years from the date of Final Acceptance as indicated in the CONSULTANT Letter of Recommendation of Acceptance, if issued, the Certificate of Occupancy, if issued, or the Certificate of Completion, if issued by the City, whichever is applicable and if more than one is applicable, the one that is issued last, for latent Defective Work. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to commence to correct such Defective Work within ten (10) calendar days after having received written notice of the defect, or should the CONTRACTOR commence the corrective work, but fail to prosecute the corrective work continuously and diligently and in accordance with the Contract Documents, applicable law, rules and regulations, the CITY may declare an event of default, terminate the Contract in whole or in part and cause the Defective Work to be removed or corrected and to complete the Work at the CONTRACTOR's expense, and the CITY shall charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

13.2 The specific warranty periods listed in the Contract Documents, if different from the period of time listed in Section 13.1, shall take precedence over Section 13.1.

13.3 CONTRACTOR shall act as agent, on a limited basis for the OWNER, at the CITY's option, solely for the follow-up concerning warranty compliance for all items under manufacturer's Warranty/Guarantee and for the purpose of completing all forms for Warranty/Guarantee coverage under this Contract.

13.4 In case of default by the CONTRACTOR, the City of South Miami may procure the articles or services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

13.5 The CITY may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) business days by the CONTRACTOR at his own expense and redelivered at his expense. Rejected goods left longer than thirty (30) calendar days shall be regarded as abandoned and the City shall have the right to dispose of them as its own property and the CONTRACTOR thereby waives any claim to the good or to compensation of any kind. Rejection for Non-Conforming Work or failure to meet delivery schedules may result in the Contract being found in default.

ARTICLE 14 - PAYMENTS AND COMPLETION.

Payments to Contractor

14.1 The Contractor shall not be entitled to any money for any work performed before the issuance of a Notice to Proceed on the form described in the Contract Documents and the issuance by the City of a "purchase order", or any other document, does not and shall not authorize the commencement of the Work. At least ten (10) calendar days before each progress payment falls due (but not more often than once a month), the CONTRACTOR shall submit to the CONSULTANT a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CONSULTANT may reasonably require. All progress payment applications after the first progress payment shall be accompanied by partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the previous progress payment was made, releasing such claims and lien rights, if any, of those persons. If payment is requested on the basis of

materials and equipment not incorporated in the Work but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the CITY, which establishes the OWNER'S title to the material and equipment as well as certificates of insurance providing coverage for 100% of the value of said material and equipment covering the material and equipment from all casualties as well as theft, vandalism, fire and flood. The CONTRACTOR shall replace at its expense any stored materials paid for which are either damaged or stolen before installation. The CONSULTANT will within ten (10) calendar days after receipt of each partial payment estimate, either certifying in writing its approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR, indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER, will within thirty (30) calendar days of presentation to it of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10%) percent of the amount of each payment until Final Completion and Acceptance of all Work covered by the Contract Documents. Any interest earned on the retainage shall accrue to the benefit of the OWNER.

14.2 The CONTRACTOR, before it shall receive final payment, shall deliver to the CITY a Contractor's Final Payment Affidavit as set forth in the Florida Construction Lien Statute as well as final releases of lien executed by all persons who have performed or furnished labor, services or materials, directly or indirectly, which was incorporated into the Work. If any person refuses to provide such a release or provides a conditional release, the CITY shall have the right to issue a joint check made payable to the CONTRACTOR and such person.

Contractor's Warranty of Title

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment whether the Work, material or equipment is incorporated in the Project or not, shall have passed to the OWNER prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment, covered by an Application for Payment, will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, under or pursuant to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payment

14.4 The CONSULTANT's approval of any payment requested in an Application for Payment shall constitute a representation by him to the CITY, based on the CONSULTANT's on site observations of the Work in progress as an experienced professional and on his review of the Application for Payment and supporting data, that the Work has progressed to the point indicated in the Application for Payment; that, to the best his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon substantial completion as defined in Article 1, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving, any such payment the CONSULTANT shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he had made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any liens.

14.5 The CONTRACTOR shall make the following certification on each request for payment:
"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work and that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all his Subcontractors and suppliers, except for the amounts listed below beside the names of the persons who performed work or supplied materials".

In the event that the CONTRACTOR withholds payment from a Subcontractor or Supplier, the same amount of money shall be withheld from the CONTRACTOR's payment until the issue is resolved by

written agreement between them and then a joint check shall be made payable to the person in question and the CONTRACTOR in accordance with the settlement agreement, otherwise the money shall be held by the OWNER until a judgment is entered in favor of the CONTRACTOR or the person, in which case the money shall be paid according with said judgment. Nothing contained herein shall indicate an intent to benefit any third persons who are not signatories to the Contract.

14.6 The CONSULTANT may refuse to approve the whole or any part of any payment if, in its opinion, it is unable to make such representations to the OWNER as required this Section 14. It may also refuse to approve any payment, or it may void any prior payment application certification because of subsequently discovered evidence or the results of subsequent inspection or tests to such extent as may be necessary in its opinion to protect the OWNER from loss because:

- 14.6.1 of Defective Work, or completed Work has been damaged requiring correction or replacement,
- 14.6.2 the Work for which payment is requested cannot be verified,
- 14.6.3 claims of Liens have been filed or received, or there is reasonable evidence indicating the probable filing or receipt thereof,
- 14.6.4 the Contract Price has been reduced because of modifications,
- 14.6.5 the CITY has correct Defective Work or completed the Work in accordance with Article 13.
- 14.6.6 of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,
- 14.6.7 of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,
- 14.6.8 of liquidated damages payable by the CONTRACTOR, or
- 14.6.9 of any other violation of, or failure to comply with provisions of the Contract Documents.

14.7 Prior to Final Acceptance the OWNER, with the approval of the CONSULTANT, may use any completed or substantially completed portions of the Work provided such use does not interfere with the CONTRACTOR's completion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.8 The CITY shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work the CONSULTANT shall issue a Certificate attached to the Final Application for Payment that the Work has been accepted by it under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) calendar days of completion and acceptance of the Work.

14.10 Upon The awarded CONTRACTOR will be strongly encouraged to register as an ePayables Vendor with the Owner. The Bank of America ePayables Solution is an automated card payment process that shifts accounts payable disbursements to corporate purchasing cards. ePayables, streamline the process of making payments to your organization going forward, the City will provide the CONTRACTOR with a credit card account number to keep on file. This card has unique security features, with $0 of available funds until an invoice is approved for payment. After an invoice has received proper and complete approval, an electronic remittance advice will be sent via e-mail, or fax, which notifies the CONTRACTOR that the funds have been transferred in to the account linked to the card for the amount listed on the invoice and/or remittance email. Please refer to the ePayables Questions & Answers Form contained in this RFP or contact the OWNER's Finance department at (305) 663-6343 with any questions.

<u>Acceptance of Final Payment as Release</u>

14.11 The Acceptance by the CONTRACTOR of Final Payment shall be and shall operate as a release to the OWNER and a waiver of all claims and all liability to the CONTRACTOR other than claims previously filed and unresolved. The waiver shall include all things done or furnished in connection with the Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

14.12 The CONSULTANT may void any certification of Substantial Completion or Final Completion of the Work as may be necessary in his opinion to protect the OWNER from loss if he determines, because of subsequently discovered evidence or the results of subsequent inspection or tests, that:

14.12.1 the Work is defective, or that the completed Work has been damaged due to the fault of the CONTRACTOR or any individual or entity operating under or through it requiring correction or replacement to the extent that the project is no longer Substantially Completed, or in the case of Final Completion certification, is no longer Finally Competed.

14.12.2 the Work necessary to be completed for the purpose of certifying the work as being Substantially Completed or Finally Completed cannot be verified,

14.12.3 claims or Liens have been filed or received, or there is reasonable evidence indicating the probable filing or receipt thereof that, if valid and paid, would reduce the amount owing to the CONTRACTOR BY 20% in the case of Substantial Completion and 5% in the case of Final Completion.

14.12.4 there is Defective Work the value of which, if deducted from the contract price would reduce the amount owing to the CONTRACTOR BY 20% in the case of Substantial Completion and 5% in the case of Final Completion.

14.13 If the CONSULTANT de-certifies any portion of the Work that was certified ("Initial Certification") by the CONSULTANT, the CONTRACTOR shall repay to the City of South Miami any money paid as a result of said Initial Certification being issued which shall be paid only when the decertified work is re-certified.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION.

15.1 The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the CONTRACTOR and the CONSULTANT, which shall fix the date on which Work shall be resumed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension and if a claim is timely made and if it is allowed under the terms of Articles 11 or Article 12.

City May Terminate

15.2 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any its property, or if he files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the CONSULTANT, or if he otherwise violates any provision of, the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and the Surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety on the Performance Bond shall pay the difference to the OWNER. Such costs incurred by the OWNER shall be determined by the CONSULTANT and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the OWNER and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 15.5

15.3 Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR shall not release the CONTRACTOR from liability.

15.4 Upon seven (7) calendar days written notice to the CONTRACTOR and the CONSULTANT, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract for the convenience of the OWNER. In such case, the CONTRACTOR shall be paid for all Work

executed and accepted by the CITY as of the date of the termination, minus any deduction for damage or Defective Work. No payment shall be made for profit for Work which has not been performed.

15.4A The CITY reserves the right in the event the CONTRACTOR cannot provide an item(s) or service(s) in a timely manner as requested, to obtain the good and/or services from other sources and deducting the cost from the Contract Price without violating the intent of the Contract.

Removal of Equipment

15.5 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of its equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR and the CONTRACTOR agrees that the OWNER shall not be liable for loss or damage to such equipment or supplies. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate

15.6 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by the CITY or by order of other public authority, or under an order of court or the CONSULTANT fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the CONSULTANT, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY and the CONSULTANT, terminate the Contract. The CITY may remedy the delay or neglect within the twenty (20) calendar day time frame. If timely remedied by the CITY, the Contract shall not be considered terminated. In lieu of terminating the Contract, if the CONSULTANT has failed to act on an Application for Payment or the OWNER has failed to make any payment as afore said, the CONTRACTOR may upon ten (10) calendar days' notice to the CITY and the CONSULTANT stop the Work until it has been paid all amounts then due.

Indemnification of Independent Consultant.

15.7 The CONTRACTOR and the CITY hereby acknowledges that if the CONSULTANT is an independent contractor of the OWNER, the CONSULTANT may be reluctant to rule on any disputes concerning the Contract Documents or on the performance of the CONTRACTOR or the OWNER pursuant to the terms of the Contract Documents. Therefore, the OWNER, at the CONSULTANT's request, agrees to provide the CONSULTANT with a written indemnification and hold harmless agreement to indemnify and hold the CONSULTANT harmless as to any decision in this regard before the CONSULTANT makes an interpretation, de-certifies a payment application, decertifies Substantial Completion, decertifies Final Completion, certifies an event of default, or approves any action which requires the approval of the CONSULTANT.

ARTICLE 16 – MISCELLANEOUS.

16.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last known business address.

16.2 The Contract Documents shall remain the property of the OWNER. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.

16.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplementary Conditions, if any, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by the Contract Documents and the rights and remedies available to the OWNER and CONSULTANT thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

16.4 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within twenty-one (21) calendar days of the first observance of such injury or damage.

ARTICLE 17 - WAIVER OF JURY TRIAL.

17.1 OWNER and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

ARTICLE 18 - ATTORNEYS FEES JURISDICTION / VENUE / GOVERNING LAW.

18.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

18.2 The parties submit to the jurisdiction of any court of competent jurisdiction in Florida regarding any claim or action arising out of or relating to the Contract or Contract Documents. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.

18.3 Except as may be otherwise provided in the Contract Documents, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Contract or the breach thereof, shall be decided in a court of competent jurisdiction within the State of Florida.

ARTICLE 19 - PROJECT RECORDS.

19.1 The CITY shall have right to inspect and copy during regular business hours at OWNER'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. 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 five (5) business day's written notice.

19.2 CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing services on behalf of the OWNER and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project. CONTRACTOR and its subcontractors are specifically required to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

19.3 If CONTRACCTOR or its subcontractor does not comply with a public records request, the CITY shall have the right to enforce this contract provision by specific performance and the person who violates this provision shall be liable to OWNER for its costs of enforcing this provision, including attorney fees incurred in all proceedings, whether administrative or civil court and in all appellate proceedings.

ARTICLE 20 – SEVERABILITY.

20.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 21 – INDEPENDENT CONTRACTOR.

21.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the OWNER. Personnel policies, tax

responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

ARTICLE 22 – ASSIGNMENT.

22.1 The CONTRACTOR shall not transfer or assign any of its rights or duties, obligations and responsibilities arising under the terms, conditions and provisions of this Contract without prior written consent of the City Manager. The CITY will not unreasonably withhold and/or delay its consent to the assignment of the CONTRACTOR's rights. The CITY may, in its sole and absolute discretion, refuse to allow the CONTRACTOR to assign its duties, obligations and responsibilities. In any event, the CITY shall not consent to such assignment unless CONTRACTOR remains jointly and severally liable for any breach of the Agreement by the assignee, the assignee meets all of the CITY's requirements to the CITY's sole satisfaction and the assignee executes all of the Contract Documents that were required to be executed by the CONTRACTOR

IN WITNESS WHEREOF, the parties hereto have executed the General Conditions to acknowledge their inclusion as part of the Contract Documents on this ____ day of _____, 20___,

CONTRACTOR: _____

Signature: _____

Print Signatory's Name: _____

Title of Signatory: _____

ATTESTED:

Signature: _____
Maria Menendez
City Clerk

OWNER: **CITY OF SOUTH MIAMI**

Signature: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language, Legality, and Execution Thereof:

Signature: _____
City Attorney

END OF SECTION

EXHIBIT 6
Supplementary Conditions
Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

A. Consultant: In accordance with ARTICLE 1 of the General Conditions CONSULTANT is defined as the person identified as the CONSULTANT in the Supplementary Conditions or if none, then CITY's designated representative as identified in the Supplementary Conditions. The CONSULTANT's, if any, and the City's Designated Representative's name, address, telephone number and facsimile number are as follows:
Consultant: **N/A**

B. Termination or Substitution of Consultant: Nothing herein shall prevent the CITY from terminating the services of the CONSULTANT or from substituting another "person" to act as the CONSULTANT.
C. Plans for Construction: The successful CONTRACTOR will be furnished _____ sets of Contract Documents without charge. Any additional copies required will be furnished to the CONTRACTOR at a cost to the CONTRACTOR equal to the reproduction cost.
D. The Scope of Services, also referred to as the Work in the contract documents, is as set forth in the RFP and in the attached **EXHIBIT 1 to the RFP** and if there is a conflict the attached Exhibit shall take precedence.
E. Contractor shall comply with the insurance and indemnification requirements is set forth in the RFP and in the document set forth in the attached **EXHIBIT 2 to the RFP** and if there is a conflict the attached Exhibit shall take precedence.
F. The Work shall be completed in **90 calendar days** unless a shorter time is set forth in the Contract and in such event the Contract shall take precedent notwithstanding any provision in the General Conditions to the Contract that may be to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed the Supplementary Conditions to acknowledge their inclusion as part of the Contract on this ____ day of _____, 20___,

CONTRACTOR: _____

Signature: _____

Print Signatory's Name: _____

Title of Signatory: _____

ATTESTED:

Signature: _____
Maria Menendez
City Clerk

OWNER: **CITY OF SOUTH MIAMI**

Signature: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language, Legality, and Execution Thereof:

Signature: _____
City Attorney

END OF SECTION

Thomas F. Pepe
12/10/2015

EXHIBIT 7
FORM OF PERFORMANCE BOND
Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

(Required as a Condition of Award and Prior to the Contractor Receiving a Notice to Proceed. Not Required with Submittal)

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, whose business address is _____ and whose telephone number is _____, as Principal (hereinafter referred to as "Contractor"), and _____, whose business address is _____ and whose telephone number is _____, as Surety, are bound to the City of South Miami whose business address is _____ and whose telephone number is _____, [[and Miami-Dade County whose business address is _____ and whose telephone number is _____]]as Obligee, (hereinafter referred to as "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 entered into a Contract, for the **Multiple Locations for Road Resurfacing Projects**, awarded on the _____ day of _____, 20___, under Contract Number _____ by the City for the construction of _____ (brief description of the Work) in accordance with drawings (plans) and specifications prepared by _____**.** which Contract is hereby made a part hereof by reference, and is hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that the Contractor:

1. Fully performs the Contract between the Contractor and the **Multiple Locations for Road Resurfacing Projects, <u>within 90 calendar days</u>** after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other foreseeable consequential damages), expenses, costs and attorney's fees, including attorney's fees incurred in appellate proceedings, mediation and arbitration, if any, that City sustains because of default by Contractor under the Contract or caused by or arising out of any action or proceeding to enforce the Contract or this Bond; and
3. Upon notification by the City, correct any and all patently defective or faulty Work or materials that appear within one (1) year from the date of Final Acceptance as indicated in the CONSULTANT Letter of Recommendation of Acceptance, if issued, the Certificate of Occupancy, if issued, or the Certificate of Completion, if issued by the City, whichever is applicable and if more than one is applicable, the one that is issued last, for patent Defective Work, and correct any and all latent defects that are discovered before the expiration of the third (3rd) year following the date of Final Acceptance as indicated in the CONSULTANT Letter of Recommendation of Acceptance, if issued, the Certificate of Occupancy, if issued, or the Certificate of Completion, if issued by the City, whichever is applicable and if more than one is applicable, the one that is issued last; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract.

If all of the forgoing conditions are met, then this Bond is void, otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by the City to be, in default for failing to perform in strict accordance with any of the terms of the Contract, the Surety shall promptly remedy the default as well as perform in the following manner:

Complete the Contract in accordance with the Contract's terms and conditions provided the City makes available, as Work progresses, that portion of the Contract Price that has not already been paid to, or on behalf of, the Contractor. The City shall not be required to pay any more than the amount of the Contract Price. The surety shall not be obligated to pay more than the maximum amount for which the Surety may be liable as set forth in the first paragraph of this bond. If the Surety fails to

commence the Work within thirty (30) days of receipt of the City's declaration of a default or if the Surety fails to man the job with sufficient forces, or suspends the Work, for more than thirty (30) days, either consecutive or in combination with separate occasions, the City shall have the option, in the City's sole discretion, and without waiving its right to any other remedy or damages provided for by this bond, to complete the Work with other forces and the Surety shall pay for the cost to complete the Work. 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 the City to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the 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 shall not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals on this _____ day of _____, 20___, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____

_____

_____
(Individual, President, Managing Member or General Partner, etc.)

_____
(Business Address)

_____
(City/State/Zip)

_____
(Business Telephone)

OR

_____
(Corporate Name)

ATTEST:

_____
(President)

_____
Secretary

_____
(Business Address)

_____
(City/State/Zip)

_____
(Business Telephone)

IN THE PRESENCE OF:

_____INSURANCE COMPANY:

_____
(Agent and Attorney-in-fact Signature)

BY: _____(SEAL)

_____

_____
(Business Address)

_____
(City/State/Zip

_____
(Business Telephone)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this, the _____ day of _____, 20___, before me, the undersigned notary public of the State of Florida, the foregoing performance bond was acknowledged by _____ (Corporate Officer), _____ (Title), of _____ (Name of Corporation), a _____ (State of Incorporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal. _____

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

____ Personally known to me, or
____ Personal identification: _____
Type of Identification Produced
____ Did take an oath, or____ Did Not take an oath.

EXHIBIT 8

FORM OF PAYMENT BOND

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

(Required as a Condition of Award and Prior to the Contractor Receiving a Notice to Proceed. Not Required with Submittal)

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.01, et seq., Florida Statutes, we, _____, whose business address is _____ and whose telephone number is _____,as Principal, (hereinafter referred to as "Contractor"), and _____, whose business address is _____ and whose telephone number is _____, as Surety, are bound to the City of South Miami, whose business address is _____ and whose telephone number is _____, [[and Miami-Dade County whose business address is _____ and whose telephone number is _____]]as Obligee, (hereinafter referred to as "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 for the **Multiple Locations for Road Resurfacing Projects** awarded on the _____ day of _____, 20___, under Contract Number _____ for the construction of _____(brief description of the Work) by the City in accordance with drawings (plans) and specifications, if any, prepared by _____ which Contract is hereby made a part hereof by reference and is hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if the Contractor:

1. Promptly performs the construction work in the time and manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Pays City all losses, damages, expenses, costs, and attorney's fees, including those incurred in any appellate, mediation or arbitration proceedings, if any, that Owner sustains because of a default by Contractor under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions 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 shall not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals on this _____ day of _____, 20___, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____ _____
(Individual, President, Managing Member or General Partner, etc.)

_____ _____
(Business Address)

_____
(City/State/Zip)

_____
(Business Telephone)

Thomas F. Pepe
12/10/2015

OR

ATTEST:

_____
Secretary

_____
(Corporate Name)

_____
(President)

_____
(Business Address)

_____
(City/State/Zip)

_____
(Business Telephone)

IN THE PRESENCE OF:

_____

_____

_____INSURANCE COMPANY:

BY: _____(SEAL)
(Agent and Attorney-in-fact Signature)

_____
(Business Address)

_____
(City/State/Zip

_____
(Business Telephone)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this, the _____ day of _____, 20___, before me appeared _____ who is the _____ (Title), of _____ (Name of legal entity), a _____ (State of Incorporation) company or partnership, on behalf of the corporation and who is personally known by me or who provided me with the following type of identification _____ and who took an oath or affirmed that he/she is the person who signed the foregoing payment bond.

WITNESS my hand and official seal. _____
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL

_____
(Name of Notary Public: Print, Stamp
or Type as commissioned.)

*Power of Attorney must be attached.

END OF SECTION

EXHIBIT 9

Multiple Locations for Road Resurfacing Projects
RFP #PW2016-08

City of South Miami Bid Protest Procedures
RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (FORMAL PROCEDURE)

The following procedures shall be used for resolution of protested solicitations and awards. The word "bid", as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

(a) Notice of Intent to Protest. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the City Clerk's office within three calendar days prior to the date set for opening of bids. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk's office within three calendar days after the City Commission meeting at which the recommendation is considered for action. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt.

(b) Protest of solicitation. A protest of the solicitation or award must be in writing ("Protest Letter") and submitted to the City Clerk's office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of $1,000 are both timely received by the City Clerk's office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk's office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk's office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of $1,000 is received by the City Clerk's office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk's office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.

(c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.

(d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City's determination of what is in the City's best interest which is one of the criteria for selecting a bidder whose offer may not be the lowest bid price.

(e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest

Letter. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (e) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season.

END OF DOCUMENT

Thomas F. Pepe
12/10/2015