VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA
REGULAR VILLAGE COUNCIL MEETING
MONDAY, OCTOBER 4, 2021 – 7:00 PM

(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER: Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Certificates of Recognition: C.E.R.T. Volunteers
B. Certificates of Recognition: C.R.S. PPI Task Force Volunteers
C. Certificates of Recognition: SMASH Brothers Championship
D. Proclamation: Florida Int'l University Climbs 17 Ranks in U.S. News
E. Proclamation: National Breast Cancer Awareness Month
F. Proclamation: Municipal Government Week in Florida

G. Proclamation: National First Responders Day

3. APPROVAL OF MINUTES

A. Regular Council Meeting (September 13, 2021)

4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

5. VILLAGE MANAGER'S REPORT

6. VILLAGE ATTORNEY'S REPORT

- Litigation update

7. VILLAGE CLERK'S REPORT

- Calendar update for the month of October 2021
- Advisory Board & Committee vacancy update

8. BOARD AND COMMITTEE REPORTS

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PROCUREMENT CODE BY THE ADDITION OF SECTION 2-175 (C) (10) BY ESTABLISHING PREFERNCES FOR SERVICE-DISABLED VETERANS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO OUTDOOR LIGHTING; AMENDING THE VILLAGE CODE AT DIVISION 30-60, SECTION 30-60.6; IMPLEMENTING MEASURES RECOMMENDED BY THE NEIGHBORHOOD PROTECTION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ENDORSING SMART GROWTH PRINCIPLES AND ENDORSING THE CAUSE OF THE "HOLD THE LINE COALITION"; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COSTS ON FEBRUARY 26, 2022, TO THE CYSTIC FIBROSIS FOUNDATION - CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; ALLOWING FOR THE USE OF THE VILLAGE LOGO; AND SPONSORING ONE KICKBALL TEAM FOR THE BRYANT MCKINNIE & FRIENDS TOURNAMENT BENEFITING THE CYSTIC FIBROSIS FOUNDATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING THE PROPOSED MIAMI-DADE COUNTY CODE OF ORDINANCE AMENDMENTS WHICH INFRINGE ON THE RIGHTS AND POWERS OF THE VILLAGE REGARDING PUBLIC WORKS CONSTRUCTION AND PERMITTING WITHIN EASEMENTS AND RIGHTS-OF-WAY WITHIN THE VILLAGE; AND PROVIDING FOR EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham*)

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD THE RECOMMENDATIONS OF THE COUNTY STAFF AND DENY, AND NOT TRANSMIT THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (“CDMP”) APPLICATION 20210003; AND PROVIDING FOR EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham*)

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE 2021-2022 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham*)

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ANNUAL EVALUATION FORMS; AMENDING RESOLUTION 2019-75 TO INCLUDE THE VILLAGE ATTORNEY IN ADDITION TO THE

MANAGER AND CLERK FOR AN ANNUAL EVALUATION; CREATING A FORM FOR USE BY COUNCILMEMBERS FOR EVALUATING THE VILLAGE ATTORNEY; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Village Attorney John C. Dellagloria, Esq.)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO USE SURPLUS FUNDS, FROM THE RETURN AND REPLACEMENT OF VEHICLES TO ENTERPRISE FLEET, TO PURCHASE THE CURRENT LEASED FORD TRANSIT T-350 IN ORDER TO REDUCE FUTURE INSURANCE COSTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT: APPROVING THE SELECTION OF BERMELLO, AJAMIL AND PARTNERS, INC. TO PREPARE THE PARKS AND RECREATION MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND DOLLARS AND NO CENTS ($119,000.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC. INFRASTRUCTURE WORK BASED ON PLANS APPROVED UNDER THE SAFE ROUTES TO SCHOOL PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE COMPANY IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND THIRTY-SIX DOLLARS AND FIFTY-FOUR CENTS, ($105,036.54); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING THE SELECTION OF BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC. TO CONSTRUCT BASED ON PLANS APPROVED UNDER THE SAFE ROUTES TO SCHOOL PROGRAM FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FM# 431507-1-58-01 FOR CORAL REEF ELEMENTARY (RFP) NO. 2021-12-003; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY IN THE AMOUNT OF THREE HUNDRED

TWENTY THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND EIGHTY-SEVEN CENTS, $320,454.87; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FLORIDA CDI, LLC., D/B/A CHRISTMAS DESIGNERS, TO INSTALL AND TAKE DOWN ALL HOLIDAY LIGHTING AND DECORATIONS FOR THREE (3) YEARS WITH AN OPTION TO RENEW EVERY YEAR NOT TO EXCEED FIVE (5) CONSECUTIVE YEARS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT IN THE AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND NO CENTS ($39,273.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RENEW A PRE-EXISITING FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

PUBLIC NOTICE:

INSTRUCTIONS

FOR

PUBLIC PARTICIPATION

VILLAGE OF PALMETTO BAY
NOTICE OF REGULAR COUNCIL MEETING

NOTICE IS HEREBY GIVEN that on Monday, October 4, 2021, at 7:00 p.m. *(awards, recognitions, and presentations begin at 6:30 PM)* the Village of Palmetto Bay shall conduct a Regular Council Meeting at Village Hall Municipal Center, 9705 East Hibiscus Street, Palmetto Bay, FL 33157.

This meeting will be conducted using a teleconferencing platform and broadcast live. **Members of the public may attend the meeting physically in-person and/or watch the virtual meeting via the Village's official Facebook page and/or our Granicus web stream on www.palmettobay-fl.gov.**

PLEASE NOTE that pursuant to the Village of Palmetto Bay's Declaration of COVID-19 Virus State of Emergency Order No. 2020-11, all Village Advisory Boards, Committees, Task Forces, Charter Officers, and staff shall continue to meet virtually. Commencing December 1, 2020, a minimum of three members such as the Mayor and Village Council shall be present to maintain a quorum at meetings requiring legislative actions. This Emergency Order allows any Councilmember who believes they are at high risk to not be required to be physically present in the Village Chambers, but shall be permitted to participate virtually and vote provided they remain physically present in Village Hall, including waiving all applicable requirements in the Village Charter, Code of Ordinances, Resolutions, or other Village policy that may require the physical presence at any public meeting. All virtual meetings shall otherwise continue to comply with the Florida Constitution, Florida's Government in the Sunshine Law, and Chapter 286, Florida Statutes.

For persons wishing to participate virtually and provide public comment, please refer to the options listed below:

Public comments forum (Option 1): Prior to the meeting, the public can submit a web form available at this address: **https://www.palmettobay-fl.gov/FormCenter/Public-Comments-Form-10/Public-Comments-Form-52. Form submissions received prior to the meeting will be read before the item is heard. Form submissions received after 6:00 p.m. will remain part of the record.**

Public comments forum (Option 2): Public attendees wishing to provide real-time, audible public comments during the meeting may do so using GoToWebinar's desktop, laptop, tablet, or smartphone app. Once registered, attendees will receive GTW session information and call-in telephone numbers for those wishing to use a telephone. Telephone attendees may not participate in public comment as the system has no way to mute or unmute. Attendees wishing to speak during public comment time must use the GoToWebinar application on their desktop, laptop, or smart device. Attendees may not use a webcam whatsoever. In lieu if no availability to participate through the webinar, please submit your public comment using the web form as described above.

Please register to attend the session as follows:

https://attendee.gotowebinar.com/rt/5837335137515218187

After registering, you will receive a confirmation email containing information about joining the webinar.

Any meeting may be opened and/or continued, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than twelve (12) hours prior to the proceedings.

If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Missy Arocha
Village Clerk

www.palmettobay-fl.gov

AGENDA ITEM:

3A

MINUTES
REGULAR VILLAGE COUNCIL MEETING
(PROCEEDED THE FIRST BUDGET HEARING)
MONDAY, SEPTEMBER 13, 2021 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGAN AT 6:30 PM)
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

At 6:30 PM, the Mayor and Village Council led and held the following proclamation, awards, and presentations.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Service Award: VPB Police Officer, Lisa Ferro

B. Service Award: Surfside First Responders-City of Coral Gables Battalion Chief Jason Barger; Village of Palmetto Bay Sgt. Angie Berry; Miami-Dade County Fire Rescue Firefighter Steven Colon

C. Proclamation: Childhood Cancer Awareness Month

D. Proclamation: Hispanic Heritage Month

E. Proclamation: Miami Diaper Bank-Director Gabriela Rojas

F. Proclamation: National Suicide Prevention Awareness Month-NAMI Director Susan Racher

G. Proclamation: Prostate Cancer Awareness Month-ZERO Advocate Grace DeLeon

H. Certificates of Appreciation: Tennis Summer Camp CIT (Parks & Rec.)

I. Certificates of Recognition: American Legion Girls State Presentation-President Stacy Cusano

J. Certificates of Recognition: USTA Florida State Champions (Team Chihuahuaz)

Immediately following the First Budget Hearing, the Regular Council Meeting was called to order at 9:26 PM.

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER.

The Regular Council Meeting was called to order at 9:26 PM.

The following members of the Village Council were present during roll call:
Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Patrick Fiore
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officials were in attendance:
Village Attorney John C. Dellagloria
Village Manager Nick Marano
Village Clerk Missy Arocha

In lieu of the invocation, Manager Marano recognized the fallen soldiers killed in the Afghanistan attack. A moment of silence was held for the 13 U.S. service members.

The pledge of allegiance was led by Village Manager Marano.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (July 12, 2021)

Councilmember Patrick Fiore **motioned** to approve the minutes. **Seconded** by Councilmember Marsha Matson. **All voted in favor (5-0). The minutes passed unanimously.**

Village Clerk Arocha announced the following deletions and additions to the Agenda:

- Item 11A was withdrawn by Sponsor
- Item 11B was deferred by Sponsor to October Regular Meeting
- Item 12C was deferred by Sponsor to October Regular Meeting
- Item 12D was withdrawn by Sponsor
- Item 14C was requested to be continued to a Special Council Meeting

No objections were made by the Council.

Mayor Karyn Cunningham explained that the Village had not received the Interlocal Agreement from Miami-Dade County; hence, the recommendation of calling a Special Council Meeting was considered. She proffered three dates for the Special Council Meeting which were confirmed by the Village Clerk.

Following no objections from the Council regarding the Special Council Meeting on the Interlocal Agreement with Miami-Dade County, Mayor Karyn Cunningham called a Special Council Meeting for September 23, 2021, at 7:00 PM for item 14C: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, PURSUANT TO SECTION 164.1057, FLORIDA STATUTES, TO RESOLVE THE FLORIDA GOVERNMENTAL CONFLICT ACTION FILED BY THE VILLAGE CONTESTING THE CONSTRUCTION OF THE SW 87TH AVENUE BRIDGE, CONDITIONED ON THE BOARD OF COUNTY COMMISSIONERS' APPROVAL OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq.)*

No objections were made by the Council for the Special Council Meeting called by Mayor Karyn Cunningham.

4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

Clerk Arocha read the one public comment submitted by form by resident, Joe Bier. All public comment form submissions are attached to the minutes as ***"Exhibit A".***

5. VILLAGE MANAGER'S REPORT

A written copy of the Village Manager's Report was included in the agenda. Manager Marano provided a synopsis of his written report of the months of July and August 2021. Following his report, he answered questions raised by the Council.

POLICE/COMMANDER REPORT: Major Mari Guerra provided an explanation on the Compstat Report for August 2021 (YTD Comparison) and provided an update on policing overtime expenditures. She answered questions raised by the Council on the matter.

6. VILLAGE ATTORNEY'S REPORT

A written copy of the Village Attorney's Report was included in the agenda. Attorney Dellagloria provided a litigation update and reiterated that Miami-Dade County had not submitted a written copy of the proposed Interlocal Agreement regarding item 14C.

7. VILLAGE CLERK'S REPORT

Village Clerk Arocha provided a calendar update for the month of September 2021 and announced that the Heritage Committee had open vacancies. She also reported that the Village's Code of Ordinances (Municode Online) was updated with supplement number seven.

8. BOARD AND COMMITTEE REPORTS: No written reports were available to report from Boards and Committees.

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO NOISE; AMENDING THE VILLAGE CODE, DIVISION 30-60, SECTIONS 30-60.29, 30-60.10, AND 30-60.11; IMPLEMENTING MEASURES RECOMMENDED BY THE NEIGHBORHOOD PROTECTION COMMITTEE AS STATED IN SECTION 10.2 OF THE VILLAGE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 10A was moved by Councilmember Marsha Matson. Seconded by Councilmember Patrick Fiore.

Clerk Arocha reported that one public comment form submission was received attached as Exhibit A.

No one wished to speak on the item during the meeting or the virtual lobby.

Councilmember Marsha Matson provided an explanation on the purpose and intent of the Ordinance.

No Council discussion was held on the Ordinance.

The question was called in favor of Ordinance on Second Reading via a roll-call vote:

Councilmember Marsha Matson	-	YES
Councilmember Patrick Fiore	-	YES
Mayor Karyn Cunningham	-	YES
Vice Mayor Leanne Tellam	-	YES
Councilmember Steve Cody	-	YES

All voted in favor (5-0). The Ordinance on Second Reading passed unanimously.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SECTION 2-46, COMMITTEES; AMENDING ORDINANCE 2021-10 RELATING TO THE DESIGN REVIEW COMMITTEE; EXTENDING THE DUE DATE OF WHEN THE FINAL REPORT IS

DUE TO THE VILLAGE COUNCIL; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11A was withdrawn by the Sponsor. No objections from Council were received regarding the withdrawal of the item.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PROCUREMENT CODE BY THE ADDITION OF SECTION 2-175 (C) (10) BY ESTABLISHING PREFERNCES FOR SERVICE-DISABLED VETERANS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11B was deferred by the Sponsor to the October Regular Council Meeting Agenda. No objections from Council were received regarding the deferral of the item.

12. CONSENT AGENDA

Clerk Arocha announced that item 12B was timely pulled from the consent agenda.

Item 12C was deferred at the request of the Sponsor.

Item 12D was withdrawn at the request of the Sponsor.

No objections were received from Council on the requests.

Councilmember Steve Cody **motioned** to approve item 12A from the consent agenda and label consent item 12B as 14L, under Resolutions. The motion was **seconded** by Vice Mayor Leanne Tellam. **All voted in favor (5-0). The motion passed unanimously.**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF CORAL REEF PARK AT NO COST ON OCTOBER 24, 2021, TO THE EARLY DEVELOPMENT OF GLOBAL EDUCATION CHARITABLE FOUNDATION, INC., FOR THE PURPOSE OF CONDUCTING A FUNDRAISING EVENT “THE EDGE’S QUEEN BEES IMPACT 3K”; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 12A was passed on consent.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT

NO COST ON MARCH 6, 2022, TO YOUNG PATRONESSES OF THE OPERA FOR THE PURPOSE OF CONDUCTING A "RIGOLETTO OPERA PREVIEW" EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 12B was pulled from consent and re-labeled as item 14L.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ENDORSING SMART GROWTH PRINCIPLES AND ENDORSING THE CAUSE OF THE "HOLD THE LINE COALITION"; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 12C was deferred to the Regular Council Meeting of October 4, 2021.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD THE RECOMMENDATIONS OF THE COUNTY STAFF AND DENY, AND NOT TRANSMIT THE COMPREHENSIVE DEVELOPMENT MASTER PLAN ("CDMP") APPLICATION 20210003; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 12D was withdrawn by the Sponsor.

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING ANY ACTION BY THE BOARD OF COUNTY COMMISSIONERS TO PREEMPT MUNICIPAL ZONING THROUGH THE EXPANSION OF THE CURRENT RAPID TRANSIT ZONE (RTZ) AND/OR URBAN DEVELOPMENT BOUNDARY (UDB); REQUESTING THE COUNTY TO POSTPONE ANY ACTION IN ORDER TO ALLOW FOR MORE PUBLIC INPUT AND FOR THE SCHEDULING OF PUBLIC MEETINGS IN THE VILLAGE OF PALMETTO BAY WITH COUNTY STAFF AND COUNTY COMMISSIONERS; REQUESTING A "CARVE-OUT" OF THE VILLAGE OF PALMETTO BAY MUNICIPAL BOUNDARIES FROM ANY RTZ/UDB ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14A was moved by Councilmember Patrick Fiore. Seconded by Councilmember Steve Cody.

In-person public comment:

- Jeve Clayton (Deputy Chief of Staff, Miami-Dade County District 8, Danielle Cohen Higgins) – reported that District 8 is not in favor or support of Rapid Transit Zone (RTZ)

Clerk Arocha read the two public comment form submissions. Attached to the minutes as ***"Exhibit A".***

Mayor Karyn Cunningham provided an explanation on the purpose and intent of the Resolution and illustrated a PowerPoint Presentation that outlined the following information relating to Rapid Transit Zone (RTZ). *A copy of the presentation is accessible in the Village Clerk's Office.*

- Timeline of meeting dates discussing RTZ
- What We Know
- Meeting with Commissioner Gilbert (September 8, 2021)
- MDC Proposed Overall RTZ Map
- Urban Center around Station 2 SW 136th Street and US1
- Urban Center around Station 4 SW 176th Street and US1
- Urban Center around Station 5 SW 185th Street and US1

Manager Marano provided an explanation on the maps illustrated on the presentation.

Mayor Karyn Cunningham proposed to remove lines 41-45 of the proposed Resolution.

Councilmember Marsha Matson spoke in opposition to RTZ and opposed to item 14A and urged the Council to support item 14B instead.

Councilmember Steve Cody spoke opposed to RTZ and spoke in support of item 14A.

Vice Mayor Leanne Tellam spoke in opposition to preemption and in support of item 14A.

Councilmember Patrick Fiore **motioned** to remove line 41-45 of the Resolution. Councilmember Steve Cody **seconded. The motion (amendment) passed (4-1); Councilmember Marsha Matson voting in opposition.**

The **amended-Resolution passed (4-1)**; Councilmember Marsha Matson voting in opposition.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, UNEQUIVOCALLY OPPOSING THE RECENT ACTION OF THE BOARD OF COUNTY COMMISSIONERS WHICH IS PROPOSING THE CREATION OF A RAPID TRANSIT ZONE (RTZ) THAT WILL USURP THE ZONING

SOVEREIGNTY OF THE VILLAGE AND OTHER MUNICPALITES IN THE COUNTY AND REQUESTING THE COUNTY TO IMMEDIATELY TERMINATE ALL ACTIONS REGARDING THE PLAN; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14B was moved by Councilmember Marsha Matson. Seconded by Councilmember Patrick Fiore.

In-person public comment:

- Gary Pastorella (6940 SW 142nd Terrace) – spoke opposed to RTZ and urged the Council to stop it.
- Beverly Gerald (14271 SW 74th Court) – urged the Council to oppose RTZ.

Councilmember Marsha Matson provided an explanation on the purpose and intent of the Resolution and urged that the Council urge the MDC Commissioner to immediately terminate all action of RTZ.

Discussion ensued between the members of the Council regarding RTZ.

At 10:52 PM, Councilmember Patrick Fiore **motioned** to extend the meeting to 11:15 PM. **Seconded** by Councilmember Steve Cody. All voted in favor (5-0). The motion passed unanimously.

The question was called in favor of the Resolution. **The Resolution passed (4-1); Vice Mayor Leanne Tellam voting in opposition.**

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, PURSUANT TO SECTION 164.1057, FLORIDA STATUTES, TO RESOLVE THE FLORIDA GOVERNMENTAL CONFLICT ACTION FILED BY THE VILLAGE CONTESTING THE CONSTRUCTION OF THE SW 87TH AVENUE BRIDGE, CONDITIONED ON THE BOARD OF COUNTY COMMISSIONERS' APPROVAL OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq.)*

Item 12C was deferred to a Special Council Meeting scheduled for Thursday, September 23, 2021 at 7:00 PM.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY;

AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Item 14D was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

No public comment form submissions were received. No one wished to speak during public comments.

Councilmember Steve Cody provided an explanation on the purpose and intent of the Resolution and **motioned** to amend the caption of the Resolution to include two additional vendors: (1) Florida Resiliency & Energy and (2) Florida PACE Funding Agency. **Seconded** by Councilmember Patrick Fiore.

Vice Mayor Leanne Tellam spoke opposed to adding two additional vendors and reported that additional time is needed to research those two vendors.

Councilmember Steve Cody responded that the approval of the two additional vendors would enable the residents to have additional options.

Registered lobbyist: Christopher Peterson (representative of Florida Resiliency & Energy) read into the record a letter provided to the Council by Ygrene.

Mr. Peterson answered questions raised by the Council on the green funding initiatives.

The question was called in favor of the motion proffered by Councilmember Steve Cody. **The motion failed (2-3); Councilmember Marsha Matson, Councilmember Patrick Fiore, and Vice Mayor Leanne Tellam voting in opposition.**

The question was called in favor of the Resolution. **The Resolution passed (4-1); Councilmember Marsha Matson voting in opposition.**

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR STORMWATER MANAGEMENT (CANAL MAINTENANCE); AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration)*

Item 14E was moved by Vice Mayor Leanne Tellam. Councilmember Patrick Fiore seconded.

No public comment form submissions were received. No one wished to speak during public comments.

Director Dionisio Torres (Department of Public Services) provided an explanation on the purpose and intent of the Resolution.

No discussion was ensued by the Council. No objections were made to the Resolution.

All voted in favor (5-0). The Resolution passed unanimously.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A SEPARATE, RESTRICTED FUND FOR THE FUTURE PURCHASE OF LAND IN THE VILLAGE FOR PARK AND OTHER GOVERNMENTAL PURPOSES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14F was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Patrick Fiore.

No public comment form submissions were received. No one wished to speak during public comments.

Mayor Karyn Cunningham provided an explanation on the purpose and intent of the Resolution and reported that to prepare for future purchases of land, whether for recreation or other governmental purposes, the approval of the Resolution would establish a separate, restricted fund for the sole purpose of demonstrating the Village's commitment to acquiring land by expanded public spaces.

Councilmember Marsha Matson questioned how much money would be recommended for park acquisition.

Manager Marano responded approximately $50,000 and that the figure can always change later when spaces are sought.

Councilmember Marsha Matson **motioned** to approve $50,000 for park acquisition in the budget. Councilmember Steve Cody **seconded**.

Vice Mayor Leanne Tellam urged the Council to consider a placeholder in the Resolution for the recommended park acquisition fund of $50,000; however, she also suggested that the funds be at the discretion of the Village Manager.

Vice Mayor Leanne Tellam **motioned** to amend line 37, page 1 of the Resolution to read: The Village Administration is directed to establish a separate, restricted fund of a minimum of $50,000 for the purpose of the

future acquisition of land in the Village. Councilmember Marsha Matson seconded the motion.

The amendment passed (4-1); Vice Mayor Leanne Tellam voting in opposition.

The question was called in favor of the amended-Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC COMMENT AT COUNCIL MEETINGS; RE-INSTITUTING THE VILLAGE'S PAST PROCEDURE OF ALLOWING THREE MINUTES FOR READING INTO THE PUBLIC RECORD THE COMMENTS SENT BY RESIDENTS REGARDING THE AGENDA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14G was moved by Councilmember Marsha Matson. Councilmember Patrick Fiore seconded.

Clerk Arocha read the public comment form submission attached as "Exhibit A".

In-person public comment:

- Gary Pastorella (6940 SW 142nd Terrace) – spoke in support of the Resolution.
- Beverly Gerald (14271 SW 74th Court) – spoke in support of the Resolution.

Councilmember Marsha Matson provided an explanation on the purpose and intent of the Resolution.

Attorney Dellagloria answered questions raised by the Council on the permanence of the public comment form submissions.

At 11:15 PM, Vice Mayor Leanne Tellam **motioned** to extend the meeting until 11:30 PM. **Seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO GRANTS; ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND ($150,000) DOLLARS FOR STORMWATER IMPROVEMENTS WITHIN SUB-BASIN 61;

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

Item 14H was moved by Vice Mayor Leanne Tellam. Councilmember Patrick Fiore seconded.

No public comment form submissions were received. No one wished to speak during public comments.

Director Dionisio Torres (Department of Public Services) provided an explanation on the purpose and intent of the Resolution.

Manager Marano answered questions raised by the Council on the Resolution.

No objections were made to the Resolution by the Council.

All voted in favor (5-0). The Resolution passed unanimously.

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND ADOPTING THE FIRST ANNUAL MAYOR'S CITIZENS ACADEMY FOR THE VILLAGE OF PALMETTO BAY FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14I was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

No public comment form submissions were received. No one wished to speak during public comments.

Mayor Karyn Cunningham provided an explanation on the purpose and intent of the Resolution.

Councilmember Marsha Matson spoke in support permitting registered qualified candidates for office to participate in the academy. She also spoke in support of permitting advisory board and committee members to participate in the academy.

Mayor Karyn Cunningham responded that the Village's Code of Ordinances does not allow registered candidates to serve on existing active groups, including members on advisory boards may not serve on more than two groups.

Attorney Dellagloria answered questions raised by Councilmember Marsha Matson on the matter.

Councilmember Marsha Matson **motioned** to amend the requirements and regulations of the registration form to allow and permit participants that are on an active Advisory Board, Committee, or Task Force to attend/participate in the academy. Councilmember Patrick Fiore seconded. **All voted in favor (5-0). The amendment passed unanimously.**

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PLANT PROFESSIONALS, INC. TO CONSTRUCT A MEDIAN BEAUTIFICATION PROJECT AT SR5/US1 FROM 157TH STREET TO 168TH STREET PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2021-11-013; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITHIN THE AMOUNT OF $246,953.31; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14J was moved by Councilmember Patrick Fiore. Seconded by Vice Mayor Leanne Tellam.

No public comment form submissions were received. No one wished to speak during public comments.

Manager Marano provided an explanation on the purpose and intent of the Resolution.

No objections were made to the Resolution by the Council.

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) FOR THE NEXT FIVE YEARS (5) (2021-2026) IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS TO ENSURE COMPLIANCE WITH FEDERAL STANDARDS AND GUARANTEE THE VILLAGE'S CONTINUOUS ELIGIBILITY TO RECEIVE LMS FUNDING; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

EXHIBIT A

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, September 13, 2021 11:59 AM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Meeting Date	09/13/21
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Jennifer Santino-Finger
Email Address	jds3377777@aol.com
Address	14621 SW 78 Ave
City	Palmetto Bay
State	Fl
Zip Code	33158
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	10A
Comments (type your comments in the box below)	Please vote in favor for the Neighborhood Protection Committee's recommendations on noise. The adjustments will better protect residents from noise pollution, particularly those residents residing in areas in which construction is occurring.
Agenda Item No.	14A

Comments (type your comments in the box below)	I am in favor of this resolution. Palmetto Bay residents should have the opportunity to publicly speak with County Commissioners and their staff so resident's questions and potential concerns regarding RTZ can be answered and heard. I am also in favor of a potential carve out for Palmetto Bay to protect our single family homes. It would not be fair to only have the area north of us to be considered for a carve out.
Agenda Item No.	14E
Comments (type your comments in the box below)	I am in favor of this agenda item because it will assist in protecting all homes from flooding during storms and with safety. Canal maintenance will also assist with its water quality which benefits residents, marine life, and the Bay.
Agenda Item No.	14F
Comments (type your comments in the box below)	I am in favor of this agenda item because it could hopefully preserve existing green areas for recreation and protect plant and animal habitats.
Agenda Item No.	14G
Comments (type your comments in the box below)	I am in favor of this agenda item because residents who want to have an active role in the Village should not lose a third of their opportunity to speak because they cannot attend a meeting in person.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, September 13, 2021 5:26 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Meeting Date	9/13/2021
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Henry Clifford
Email Address	harryhenry@gmail.com
Address	8875 SW 171 Street
City	Palmetto Bay
State	FL
Zip Code	33157
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
Agenda Item No.	14 a and b
Comments (type your comments in the box below)	please tell the county that, as they are opposed to the state taking away their rights on local control, so we incorporated so we would have the first and last say on our zoning. It is bad enough that municipalities do not get to object to 27 story buildings in the county across their borders. Perhaps there is a point when enough is enough.

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, September 13, 2021 5:21 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Meeting Date	9/13/2021
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Henry Clifford
Email Address	harryhenry@gmail.com
Address	8875 SW 171 Street
City	Palmetto Bay
State	FL
Zip Code	33157
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
Agenda Item No.	14 g
Comments (type your comments in the box below)	Please re-institute the full reading of the 3 minute online comment, and make it permanent. I believe that the broader the base of public input, the better.
Agenda Item No.	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, September 12, 2021 8:15 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Meeting Date	9/13/21
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	James Woodard
Email Address	spamreject@aol.com
Address	17001 SW 90 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

(Section Break)

General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Agenda Item No.	14.G
Comments (type your comments in the box below)	Please support 14.G and, further, also amend the item to make the ability of the residents to participate by written comment a permanent feature. As a hearing impaired individual, I can attest that this feature makes it much easier for those with disabilities to contribute. Covid or not, house bound residents should not be denied access to public comment, nor should

	those with other disabilities or scheduling issues. There is no logical reason to differentiate between an in person comment and a written comment as it relates to time of presentation. Those using the written comment form are not 1/3 as important as the person that appears in person. I have commented ad nauseam on the unreliability of the live stream coverage, a problem that you don't even discover until it is often too late to fix. To require residents to rely on live stream as the only alternative to in-person participation ignores the fact that it often just does not work and excludes those that do not have the proper equipment. You have a basically free alternative. To not continue to use it is inexplicable.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

September 13, 2021

Subject: Public comment for Regular Council Meeting, Monday, September 13, 2021.

Good evening Madam Mayor, council and charter officers,

As the chair of the Neighborhood Protection Committee we respectfully request approval of our committees recommended amendments to the Village noise ordinances as outlined within your meeting package. Our committee continues to work toward making meaningful recommendations that will protect and improve the quality of life for all residents within the Village. Please approve item 10-A

Regarding items 14-A and 14-B. The Neighborhood Protection Committee vehemently opposes the proposed RTZ plan drafted by Miami Dade County Commissioner, Oliver Gilbert who is proposing major wide ranging zoning changes along major arterial roads within most of Miami Dade County. His extreme proposal for our immediate area includes sweeping zoning changes and extreme density increases in population along US1 reaching deep into the heart of Palmetto Bay, Pinecrest and Cutler Bay. Commissioner Gilbert is proposing major changes to zoning within our long-established single family neighborhoods creating a one mile buffer from US1 and the existing busway. If the RTZ plan gets traction within the Miami Dade County Commission, we may end up with large mixed use multi story structures up to six stories high where single family homes currently exist.

The Neighborhood Protection Committee members unanimously oppose the proposed RTZ plan in its entirety for our area and we recommend a carve out to retain control of our Village zoning. Formal reports have confirmed that our current zoning and density is adequate to support public transit and the improvements to the busway already approved by Miami Dade County. We look forward to meeting with our local elected officials to further discuss Commissioner Gilberts plan which has been poorly received by most if not all cities within the league of cities. Upzoning the commercial corridor by adding mixed use residential to existing commercial only zoned areas will result in huge density and population increases to our area diminishing our quality of life and home values. The NPC appreciates and supports the two resolutions in opposition to the draft RTZ plan.

Respectfully submitted,

Joe Bier, NPC Committee Chair.

Item 14K was moved by Councilmember Patrick Fiore. Seconded by Vice Mayor Leanne Tellam.

No public comment form submissions were received. No one wished to speak during public comments.

Manager Marano provided an explanation on the purpose and intent of the Resolution.

No objections were made to the Resolution by the Council.

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

15. OTHER BUSINESS: None.

16. COUNCIL COMMENTS: None.

17. NEXT MEETING AND ADJOURNMENT: At 11:30 PM, Councilmember Patrick Fiore **motioned** to adjourn the meeting. **Seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

The meeting minutes were approved this 4th day of October, 2021 by the Village Council.

Attest:

_____ _____

Karyn Cunningham, Mayor Missy Arocha, Village Clerk

AGENDA ITEM

5

Manager's Report

FINANCE

August

- As of August 31, 2021, the Village should have spent $14,522,722 on a straight-line basis. Actual expenditures were $12,328,411 resulting in under expenditures of $2,194,311 a savings of 13.85%.
- Excluded from operating expenditures above is the Village refinancing of their 2010 bonds which resulted in a one-time receipt and disbursement of $10,299,735, resulting in savings of $3,000,000 over the remaining life of the bonds.
- The Village Auditors are scheduled to start their FY2021 audit planning and review the week of September 6.
- The first tranche of ARPA funds in the amount of $6,141,127 was received on September 10.
- Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
8/6/2021	37539	BEEFREE, LLC.	FREEBEE SERVICES FOR JULY 2021	$33,842.76
8/6/2021	37568	EnviroWaste Services Group	STORM DRAIN CLEANING SERVICES 2020-2021	$45,683.00
8/20/2021	37679	PLANT PROFESSIONALS, INC.	MEDIAN BEAUTIFICATION FROM SR5/US1 144TH	$46,926.04
8/20/2021	37689	XAVIER CORTADA, INC	FINAL PAYMENT OF TEQUESTA WILDFLOWER ART	$42,000.00

IT DEPARTMENT

August

- Upgraded the Village ERP, EDEN, to its latest version.
- Continued progress on the CentralSquare project planning workbooks for Code, Building, Planning, and Zoning. Nearly 80% complete.
- Worked with Procurement to release the RFP for public Wi-Fi at Coral Reef Park.

- Assisted Communications with the Historic Sites Tour graphics and web content.
- Help desk statistics: 129 new tickets created, 132 closed.

October Upcoming Events

- Working with Procurement to release RFP for the data center refresh project.
- Working with Procurement to release RFP for the Village data interconnect project.
- Working with the Clerk's Office to select an e-legislation solution to modernize our legislative processes. May require RFP.
- Working with the Clerk's Office to select a platform for e-reporting of campaign expenditures.

HUMAN RESOURCES

August

- 1 Recruitment Ads
- 14 Applications Review
- 9 Interviews scheduled
- 1 Pre-Employment Meetings
- 0 New Hire
- 10 Job vacancies
- 0 Training Sessions

COMMUNICATIONS

August

- 81 FB/Twitter Postings (including event postings)
- 7479 FB Followers (likes)
- 2,300 Constant Contact Contacts
- 4 Your Village @ Work Editions
- 19 Promotional/Informational Campaigns
- 1 Videos

GRANTS

August

- Attended FDOT meetings related to SRTS priority 2 projects
- Submitted Memo and Reso for Sub-Basin 61 State appropriation

- Began close out of Franjo Road Downtown project
- Completed DOJ previously funded projects Desk Monitoring for grant compliance
- Completed and closed out Historic Tour Project
- Completed FDOT SCAT recertification package
- Submitted quarterly grant reports for JAG grants, Multi-Use Feasibility Study, On-Demand Transportation projects
- Continuing work on DOJ COVID supplemental funding
- Continuing providing FEMA information related to Hurricane Irma to close out (Updated Memo pending)
- Preparing closeout of CRP sport fields and walking path project (LW672)

October Upcoming Events

- Pending Applications
  - FRDAP for PBP
  - RTP for PBP
  - Tree City USA or Phase I of Village Tree Inventory
  - Florida Friendly for Property purchase
  - JAG funding for Officer Friendly programs
- Continue work on Hurricane Irma closeout
- Continue work on SRTS projects

PARKS & RECREATION

August

- Scott Miller's Palmetto Bay Farmers Market- Saturdays
- Tennis Camp ended August 13 with average of 35 campers per week
- National Night Out @Coral Reef Park August 3, 2021
- Weekend PE Summer Camp @ Palmetto Bay Park August 2-6
- Ballet At the Park Camp @ Palmetto Bay Park August 9-13
- **Monthly Programs/Activities**:
  - FRPAA E-Sport Championship Gaming State Tournament (Virtual) August 14-28, 2021 – WON 1st and 2nd Place
  - Yoga by the Bay at Thalatta – August 1 & 22, 2021
  - Nature Postings Kayak Adventure – August 28, 2021
  - Artsy Tuesdays for Seniors (Virtual) – August 17, 2021
  - Senior Game Day Bingo (Virtual) – August 5, 2021

Private Weddings/Rentals at Thalatta - August

- 3 Photoshoot
- 1 Weddings/Events

October Upcoming Events

- Scott Miller's Palmetto Bay Farmers Market- Saturdays
- New User Agreement - Miami Athletics FC @ PBP starts on 10/1.
- Yoga by the Bay at Thalatta – October 3 & 17, 2021
- The High School Fall Girls Softball League @ PBP starts on October 4th
- Registration for the Girls Rec Softball League will open on Monday, October 4th
- Senior Game Day- Perrine Community House October 7, 2021
- I9 Sports Fall Season @ PBP begins Saturday, October 9th
- Flower Force by Xavier Cortada Unveiling – October 10, at 2pm (168th St & 82 Ave)
- Flamenco Show - South Dare Cultural Art Center-October 16, 2021
- Virtual Principal's Welcome Breakfast – October 20, 2021
- Senior Game Day Bingo (Virtual) – October 21, 2021
- Murder Mystery Dinner & Show - October 23, 2021 @ Thalatta Estate Park
- Halloween Trick-or-Treat Drive Thru – October 30, 2021 @ Palmetto Bay Park
- Family Kayak Adventures- Thalatta Estate Park October 31, 2021
- Artsy Tuesday for Seniors-Virtual October (Date TBD)

Private Weddings/Rentals at Thalatta - August

- 5 Photoshoot
- 3 Weddings/Events

Capital Projects and Park Improvements

- Holiday Décor RFP- Bids Received on August 25, 2021
  - Reviewed on September 14, 2021
  - To Council for Approval October 4, 2021

Palmetto Bay Park

- Palmetto Bay Park Pine Rockland Restoration
  - 8/11/2021 - 8/12/2021: Sod Removal and site preparation – Completed.
  - 8/23/2021: Seed acquisition and distribution to local nursery for contract growing - Completed.
  - 8/23/2021 - 10/23/2021: Contract growing of selected pine Rockland species. 10/23/2021 (tentative): Installation of 520 pine Rockland plants.
  - Watering to be provided by Palmetto Bay for approximately 6 months to establish plants. After this time no additional watering will be necessary.
  - 12/23/2021 (tentative): First follow-up treatment for weeds in restoration area. 2/23/22 (tentative): Second follow-up treatment for weeds in restoration area.

Coral Reef Park

- Coral Reef Park Field Renovations Completed and in use
- Coral Reef Picnic Pavilion Completed
- Parks Master Plan RFP- Three Bids Received on August 18, 2021

- Review and Presentations - September 2021
- To Council for Award and approval October 4, 2021

PUBLIC SERVICES

August

- Freebee Ridership:
  - 1248 Completed Rides
  - 1543 Total Passengers
- IBus Ridership:
  - 372 A.M. Route
  - 283 P.M. Route
- Facilities Maintenance Division:
  - 80 Open Work Orders
  - 72 Closed Work Orders
- Public Works:
  - 5 Signs Repaired/Installed
  - 0 Graffiti Removal
  - 3 Pothole/Shoulder Repairs
  - 50 Tree/Shrub Trimming, Removal, Install
  - 20.11 Tons of Debris/Trash Removal
  - 0 Drain Cleaning/Repairs (inlet tops)
  - 300 Linear feet of sidewalks installed
  - 14 Sidewalks inspected
  - 0 Drainage Inspection
  - 50 Trees & Landscaping inspections

October Upcoming Events

- Work on Advertisement for Sub Basin 61 Project Construction Contract Village-wide Sidewalk Repairs
- Determination of Areas for FY21-22 Annual Roadway Resurfacing
- Work on Consulting Continuing Services Contracts for Stormwater Projects

POLICE

August

- Attended the South Florida Crime Prevention Association Meeting
- Attended the Florida Crime Prevention Meeting through Environmental Design Update and the Basic Prevention through Environmental Design courses.
- Conducted National Night Out
- Conducted 2 kia Kidz fieldtrips to the station
- Conducted the first week of school detail

- Crimes/Calls for Service:
  - 4 Auto Thefts
  - 0 Commercial Burglaries
  - 1 Residential Burglaries
  - 8 Vehicle Burglaries
  - 1 Robbery
  - 20 Domestic Dispute/Disturbance
  - 10 Baker Acts
  - 24 Crashes

October Upcoming Events

- D.A.R.E. class at Coral Reef Elementary
- Officer Friendly classes at Perrine, Howard Drive and Coral Reef Elementary schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary schools
- RAD Women's class with the Palmetto Bay Business Association
- RAD Women's class in partnership with the University of Miami at the university
- Citizen Crime Watch meeting
- Neighborhood Crime Watch meeting
- Florida Crime Prevention weeklong annual conference

PLANNING & ZONING

August

- AIPP Franjo circle piece shortlist
- Building Software Systems Workshops/ Meetings
- NCP next steps second reading
- Zoning Hearing Items (8 items in September)
- Meeting with Developers (Sandpiper and SW 168th and US1 Gas station site)
- South Motors TDR resolution for Veteran's Park Draft
- Kendall Hyundai Meeting with Architect and Owner's rep
- Land Purchase Feasibility Coordination (requests for proposals)
- Business Tax:
  - 4 New
  - 273 Renewals
  - 9 Closed
- Meetings with Baptist Medical
- Completed CRS PPI last meeting on September 9, 2021

October Upcoming Events

- Eight (8) Zoning items on October Hearing including VMU
- CRS Verification Visit is scheduled for October 6, 2021
- VMU Community Meeting September 30, 2021

BUILDING & CODE COMPLIANCE

August

- Permits:
  - 402 Building Permits
  - 0 New Commercial
  - 1,088 Building & Roofing
- Code Compliance:
  - 114 New Cases
  - 22 Civil Violations
  - 0 Special Master Cases
  - 358 Active Cases

AGENDA ITEM

6

VILLAGE ATTORNEY REPORT
SEPTEMBER 8 - SEPTEMBER 29

1.AMEND BRIDGE INTERLOCAL
2. REVIEW ALL ITEMS FOR OCTOBER ZONING AGENDA
3. MEMOS REGARDING VILLGE CENTER ALLOWABLE UNITS
4. AMEND ZIP TO ADD DOWNTOWN PALMETTO BAY DISTRICT
5. AMEND APPLICATION DEADLINE ORDINANCE
6. REVIEW SHORELINE CONSTRUCTION AGREEMENT FOR TERMINATION
7. DRAFT CONTINUING PROFESSIONAL CONSULTANTS CONTRACT
8. ANOTHER BRIDGE INTERLOCAL AMENDMENT AND MEMO
9. REVIEW ALL PUBLIC RECORD REQUESTS
10. AMEND SERVICE-DISABLED ORDINANCE
11. REVIEW ALL ADMINISTRATIVE ORDINANCES AND RESOLUTIONS
12. REVIEW AND ADVISE ON RESIDENT'S CODE ENFORCEMENT LIENS
13. RE-WROTE 6 RESOLUTIONS DRAFTED BY THE ADNINISTRATION
14. AMEND ZONING TITLES FOR OCTOBER 4TH AGENDA
15. REVIEW AND AMEND SOUTH MOTORS EASEMENT
16. AMEND SAFE SCHOOL RESOLUTIONS
17. DRAFT RESOLUTION OPPOSING COUNTY BUILDING CODE AMENDMENTS
18. LOBBYING MEMO
19. MEMO REARDING VILLAGE CENTER
20. EX-PARTY MEMO
21. LEGAL RESEARCH CAMPAIGN CONTRABUTION LAW
22. REVIEW AND DISTRIBUTE OUTSIDE COUNCIL MEMO

AGENDA ITEM

11A

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PROCUREMENT CODE BY THE ADDITION OF SECTION 2-175 (C) (10) BY ESTABLISHING PREFERENCES FOR SERVICE-DISABLED VETERANS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, Service-Disabled Veterans are statistically the least likely to be self-employed as opposed to the Veteran population as a whole; and

WHEREAS, these Service-Disabled Veterans have made extraordinary sacrifices on behalf of our Nation; and

WHEREAS, it is the moral imperative of government to assist these Veterans in the business opportunities afforded through government contracts, bids, and proposals; and

WHEREAS, the Florida Legislature has recognized this obligation through the passage of Chapter 295, Florida Statutes; and

WHEREAS, in order to put these ideals into practice, the following provisions are to be codified as Section 2-175 (c)(10):

NOW, THEREFORE, THE FOLLOWING ORDINANCE IS HEREBY ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. Section 2-175 (c)(10) shall read as follows:

a. "Certified service-disabled veteran business enterprise" means a business that has been certified by the Department of Management Services to be a business enterprise as defined in paragraph (b).

Additions shown by underlining and deletions shown by ~~overstriking~~.
"****" indicates portions of code excluded.

b. "Service-disabled veteran" means a veteran who is a permanent Florida resident with a service-connected disability as determined by the United States Department of Veterans Affairs or who has been terminated from military service by reason of disability by the United States Department of Defense.

c. "Service- Disabled Veteran business enterprise" means an independently owned and operated business that:
   1. Employs 200 or fewer permanent full-time employees;
   2. Together with its affiliates has a net worth of $5 million or less or, if a sole proprietorship, has a net worth $5 million or less including both personal and business investments;
   3. Is organized to engage in commercial transactions;
   4. Is domiciled in this state;
   5. Is at least 51 percent owned by one or more service-disabled veterans; and
   6. When considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified service-disabled veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise.

Section 3. Should there be no Service-Disabled Veteran's Business as defined above, an individual Service-Disabled Veteran shall receive an additional five (5) points on any bid or other solicitation where point scoring is used.

Section 4. Nothing herein shall preclude the application of Chapter 295, Florida Statutes to any qualified entity.

Section 5. This Ordinance shall become effective on Second Reading.

PASSED and **ADOPTED on FIRST READING** this 4th day of October, 2021.

Additions shown by underlining and deletions shown by ~~overstriking~~.
"****" indicates portions of code excluded.

Attest: _____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John Dellagloria
Village Attorney

VOTE ON FIRST READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

Additions shown by underlining and deletions shown by ~~everstriking~~.
"***" indicates portions of code excluded.

AGENDA ITEM

11B

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Light Recommendations Code Amendments from Neighborhood Protection Committee

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO OUTDOOR LIGHTING; AMENDING THE VILLAGE CODE AT DIVISION 30-60, SECTION 30-60.6; IMPLEMENTING MEASURES RECOMMENDED BY THE NEIGHBORHOOD PROTECTION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Councilmember Marsha Matson*)

BACKGROUND AND ANALYSIS:

On July 1, 2019, in Resolution 2019-103, the Village Council established the Neighborhood Protection Committee. The Committee was asked to study the impact of development on the specific topics of density, intensity, noise, light, glare, dust, odor, vibration, and runoff. The Committee met multiple times between July 30, 2019 and March 1, 2021. A report was generated targeting all development topics and was brought to Councill for approval on March 1, 2021.

Administration and Staff reviewed the report and proposed to target individual topics one at a time to properly analyze the impact of the recommendation as well as provide Council with a workable number of amendments per Council meeting.

The second recommendation relates to Light, and it is included in Section 30-60.6 of the Palmetto Bay municipal code.

The Village Manager seeks approval for the following proposed amendments.

RECOMMENDATION:

Administration recommends approval.

FISCAL IMPACT:

Additional enforcement time from staff. Varies on the frequency of enforcement.

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO OUTDOOR LIGHTING; AMENDING THE VILLAGE CODE AT DIVISION 30-60, SECTION 30-60.6; IMPLEMENTING MEASURES RECOMMENDED BY THE NEIGHBORHOOD PROTECTION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Mayor and Village Council is concerned with the health, safety, and welfare of its residents; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Neighborhood Protection Committee's has submitted its Report to the Council that include noise and light definitions and enforcement; maximum building heights; dust, odor and vibration and water runoff abatement; and

WHEREAS, the Mayor and Village Council desire to amend Chapter 30, Article II, Division 60, Section 6, regarding outdoor Lighting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Village of Palmetto Bay that:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. Section 30-60.6 of the Village Code of Ordinances is amended as follows:

Definitions. The following words, terms and phrases shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. All terminology used in this chapter not defined below shall be in conformance with applicable publications and standards of the American National Standards Institute (ANSI) or its successor body, the state and other applicable industry standards.

Outdoor lighting shall mean lighting that will minimize glare, light trespass, and skyglow; conserve energy while maintaining nighttime safety, security and productivity; protect the privacy of residents; minimize disturbance of wildlife; enhance the ambiance of the community; and ensure optimal viewing of spectacular night skies above the Village.

Lighting of outdoor areas, such as but not limited to tennis courts, basketball courts, golf courses, other sporting areas or grounds, parking lots or areas, amusement or entertainment areas, and outside lighting for security purposes, shall not be permitted except under the following conditions:

(1) Detailed plans shall be submitted to the planning and zoning department showing the location, height, type of lights, shades, deflectors, beam directions, and photometric data.

(2) The planning and zoning department may issue a permit if, after a review of the detailed plans submitted and after consideration of the adjacent area and neighborhood and its use and future development, the proposed lighting will be so located, oriented, adjusted and shielded that the lighting will be deflected, shaded and focused away from such adjacent property and will not be or become a nuisance to adjacent property(ies), and will not create a traffic hazard on adjacent streets by reason of glare or the like.

(3) In addition, outdoor lighting for recreational areas, parking areas, or for any other purpose shall be designed so that any overspill of lighting onto adjacent properties shall not exceed 0.3 foot vertical candles and 0.01 foot candles horizontal ten feet beyond the property line. The intensity of illumination for exterior lighting across the site shall not exceed an average of six-foot candles measured at grade. Light trespass beyond property boundaries or above the horizontal plane beyond the levels noted here shall be considered non-compliant, when violating subsection 30-60.6(2). Fixtures shall be placed to provide uniform distribution of light and to avoid excessive glare. The requirements of this subparagraph shall apply to any night lighting in zones abutting a residential or agricultural zoning district.

(4) It is not intended here to regulate permitted sign lights and it is not the intent to modify, amend or repeal any portion of the Florida Building Code.

(5) Within all residential districts, no building or structure shall have any up lighting, directional soffit lights or wall-pac lights. One way down lights on walls, columns, covered terraces or walkways shall be permitted.

(6) Underwater lighting used for the illumination of a swimming pool, fountain and other water features may be permitted.

(7) Within all residential districts the parking area, circulation and security lights shall not exceed a maximum overall height of 15 feet within all residential districts.

(8) The parking area and internal circulation lights shall be placed on a timer consistent with the termination of operational hours and consistent with applicable codes, including but not limited to the home rule power of Miami-Dade County and the Florida Building Code.

(9) Within all recreational districts, lights shall not exceed a maximum overall height of 18 feet within all recreational districts and shall not be illuminated between the hours of 10 p.m. to 8 a.m. daily.

Section 3. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the Village of Palmetto Bay. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

Section 4. Conflicting Provisions. The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect.

Section 6. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be

made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall take effect immediately upon enactment upon Second Reading.

PASSED ON FIRST READING this 4th day of October 2021.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Steven Cody _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM

12A

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ENDORSING SMART GROWTH PRINCIPLES AND ENDORSING THE CAUSE OF THE "HOLD THE LINE COALITION"; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the individual municipalities within Miami-Dade County and their respective residents are influenced and impacted by the decisions made at the Miami-Dade County Board of County Commissioner's level (the County); and

WHEREAS, land use decisions have major consequences for municipalities in resilience, the nature of our shared metropolitan landscape, and the allocation of limited infrastructure resources; and

WHEREAS, urban sprawl has major negative impacts on residents, the environment, and the urban landscape; and

WHEREAS, the approval of new sprawl development on the urban periphery requires the County government to dedicate tax revenue from existing communities to fund the new infrastructure needed to meet minimum level of service capacity for these new developments, thus redirecting critical county resources away from already developed areas and communities; and

WHEREAS, municipalities within the County have an urgent need for additional funds and resources to address existing transit, water management, and other vital infrastructure; and

WHEREAS, County residents are protected by low-lying agriculture and open spaces outside the Urban Development Boundary, which forms a natural buffer from storm surge and flooding; and

WHEREAS, new development on the County periphery falls outside existing public transportation networks, reinforcing our over-reliance on highways and personal vehicles for transportation, and

increases the costs of servicing all County residents with effective public transportation; and

WHEREAS, a smart-growth strategy promotes infill development along established public transportation routes, which adheres to established zoning principles and growth plans help to preserve the prosperity of individual municipalities; and

WHEREAS, adhering to a coherent development strategy rooted in smart-growth principles minimizes harm to the environment, maximizes the benefits of new infrastructure investments, and produce a more integrated and walkable urban landscape; and

WHEREAS, the County possesses a unique topography characterized by an elevated coastal ridge through the center of the county, surrounded on the east and west by low-lying and flood-prone open space; and

WHEREAS, given the County's topography and exposure to flooding and storm surge, development should be centered along the elevated coastal ridge, and avoided along the low-lying periphery; and

WHEREAS, in recognition of the environmental and economic harm caused by suburban sprawl, and the County's distinctive topographical landscape, the County established an Urban Development Boundary in 1983 beyond which dense urban development is not permitted; and

WHEREAS, growth management plans and tools designed to facilitate Smart-Growth often come under assault by individual parties seeking to gain exemption and exception for their individual projects; and

WHEREAS, the best interest of all municipalities is served when the County's elected leadership exerts restraint in approving new developments that do not adhere to established sustainable-growth plans; and

WHEREAS, the Hold the Line Coalition is an alliance of individuals, community groups, businesses, municipalities, and

organizations dedicated to responsible and sustainable land management in the County; and

WHEREAS, the Hold the Line Coalition has served as an effective means of coordinating in favor of smart-growth principles and against the urban sprawl within the County for over 25 years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA:

Section 1. The Village endorses the principles of Smart Growth outlined in the Village's and County's master plans and encourages counties and municipalities across the State to exercise restraint and judiciousness in approving developments that conflict with established growth management plans.

Section 2. The Village declares its membership in Miami-Dade County's Hold the Line Coalition.

Section 3. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of October 2021.

ATTEST:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

AGENDA ITEM

12B

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Fee Waiver to the Cystic Fibrosis Foundation – Cure CF Miami for February 26, 2022 Kickball Tournament at Palmetto Bay Park

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COSTS ON FEBRUARY 26, 2022, TO THE CYSTIC FIBROSIS FOUNDATION - CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Cystic Fibrosis Foundation – Cure CF Miami is a local organization dedication to raising funds for the research and development of treatments for Cystic Fibrosis complications. Toward this effort, Cure CF Miami is requesting a waiver of all fees for the use of Palmetto Bay Park for the purpose of conducting a fundraising kickball tournament. Teams will compete in an effort to ultimately play with or against a team of celebrities. The Cystic Fibrosis Foundation – Cure CF Miami will follow all CDC Guidelines and make every effort to ensure compliance of participants and spectators. Operationally, the tournament does not require marked/lined fields with the exception of the finals. In that teams arrive only for their respective game(s), parking issues normally associated with large tournaments are not anticipated. Overall, it's a fun day for all to enjoy. The Cystic Fibrosis Foundation will be required to adhere to Ordinance 2019-07 regarding the procurement of Off-Duty Police officers.

FISCAL IMPACT:

It is estimated cost for the formal renting of the needed fields would not exceed $1060. Additional staff cost to accommodate this event will not exceed $300.

Attachments:

A. Special Events Permit Application
B. Event/Facility Use Request Questionnaire
C. Site Plan
D. Incorporation Status

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COSTS ON FEBRUARY 26, 2022, TO THE CYSTIC FIBROSIS FOUNDATION - CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, the Cystic Fibrosis Foundation has committed millions of dollars in researching treatments for Cystic Fibrosis complications; and

WHEREAS, this organization is continually driving research to make a difference for people with Cystic Fibrosis; and

WHEREAS, Cure CF Miami is a local organization dedicated to raising funds for the Cystic Fibrosis Foundation's efforts in developing treatments, and wishes to conduct a one-day fundraising kickball tournament at Palmetto Bay Park; and is requesting a waiver of all fees in utilization of the ballfields and associated amenities.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Cystic Fibrosis Foundation – Cure CF Miami is hereby authorized to use Palmetto Bay Park on February 26, 2022, for the purpose of conducting a fundraising kickball tournament, including scheduled games and associated activities.

Section 2. Any and all established user fees are hereby waived, and the Cystic Fibrosis Foundation – Cure CF Miami shall have use of the needed park amenities on February 26, 2022, at no costs; and shall comply with Ordinance 2019-07 regarding the hiring of Off-Duty police officers.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of October 2021.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

ATTACHMENT A

VILLAGE OF PALMETTO BAY
SPECIAL EVENT PERMIT APPLICATION
FOR PRIVATE PROPERTIES

APPLICANT INFORMATION

Date: September 17, 2021

Name of Applicant: Cure Cystic Fibrosis Miami Foundation

Name of Owner, *if other than applicant* (as applicable): Village of Palmetto Bay

Address: Palmetto Bay Park - 17535 SW 95th Ave, Palmetto Bay

Telephone: _____ Fax: _____

*Contact Person: Jerry Socherman Mobile No.: 786-255-0363

Email Address: jerry@curecfmiami.org

**Must be available for the duration of the event, including overnight if applicable*

EVENT INFORMATION

Title of Event: Kick CF Celebrity Kickball Tournament Purpose of the Event: Fundraiser

Location of Event: Palmetto Bay Park - 17535 SW 95th Ave, Palmetto Bay

Date(s) of Event: Saturday, February 26, 2022 Time(s) of Event: 8am - 9pm

Anticipated Peak Hour(s) of Attendance: 10am - 7pm

Anticipated Attendance (including event crew & participants): 450

Set- up Date: Feb. 25 (afternoon) & Feb. 26 Clean-up Date: February 26

EVENT LOGISTICS

*No. & size of tents requested: Approximately Twenty-five 10x10

*No. & size of temporary signs/ banners requested: One 3x8

Tents and temporary signs/ banners may require building permits. For information, please contact the Building & Permitting Division at 305-259-1250, before submitting your permit application. No special events permits will be approved until all applicable building permits have been issued.

Event equipment to be used *(include dimensions, staging/platforms, canopies, booths, vehicles, etc...)*:
Stage 40 x 24 stage will be requested from Miami-Dade County. 10 x 10 Tents.
Potential automobile display for dealership sponsor-will be in approved locations in coordination with park manager

Check all applicable and provide a description of each item in the space provided:
Music X See below Fireworks _____ Food X Refreshments provided

Describe sound equipment to be used (*ie PA systems, microphone speakers, band, DJ, etc...*):
Sound system including microphones - DJ

Will alcohol be served? (Please check one) Yes _____ No X

Applicants are responsible for obtaining a liquor permit as required by statutory regulations. To determine whether a liquor license is required for your event, please contact the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco Application, 850-487-1395.

Please include any printed material on the event with your completed application.

Notice to Applicants:

This permit application may be denied or revoked by the Village Manager based on endangerment of the health, safety or welfare of the community. The Village Manager may impose reasonable conditions on the permitted activities as deemed necessary. Events are only approved for thirty calendar days.

_____ _____
Signature of Property Owner *Date*

APPROVAL- FOR OFFICE USE

Police: Approved ☐ Denied ☐ Reason: _____

Signature: _____ Date: _____

Zoning: Approved ☐ Denied ☐ Reason: _____

Signature: _____ Date: _____

Permitting: Approved ☐ Denied ☐ Reason: _____

Signature: _____ Date: _____

Public Works: Approved ☐ Denied ☐ Reason: _____

Signature: _____ Date: _____

Village Manager: _____ _____
Signature Date

ATTACHMENT B

Event/Facility Use Request Questionnaire

Date: September 17, 2021

Event Name: Kick CF with Bryant McKinnie & Friends Celebrity Kickball Tournament

Name of Organization: Cure Cystic Fibrosis Miami Foundation

Name of Organizer: Jerry Socherman

At least (3) Proposed Date(s)/Time(s) in order of Preference: Saturday, February 26,2022

Estimated Attendance: 450

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Kickball Tournament

Organization's Mission/Vision/Purpose:

Cure Cystic Fibrosis Miami Foundation's mission is to improve the lives of those affected with Cystic Fibrosis and to support the Cystic Fibrosis Foundation.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline):

A multi-team, family friendly kickball tournament. Teams compete in an effort to ultimately play with or against a team of celebrities. There is music from a DJ. Refreshments are provided. Guests and non-players are welcome to attend.

Set up begins on Friday afternoon and evening and continues on Saturday morning at 7am.
Welcome is tentatively set for 10am.
Play begins at 10:30am.
Tournament should end by 8pm.
Breakdown to follow.

Required Documents:

Please attach a detailed site plan. *Please attach diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/tent(s) location, portable toilets, inflatables, games, etc.*

Please include the Certificate of Liability Insurance. *Naming the Village of Palmetto Bay as additional insured*
Certificate will be provided closer to event.
Not-for-Profit Documents with Federal Tax ID # 82-3555800. Document attached.

Yes	No	
☒	☐	Is this event open to the general public?
☒	☐	Will there be an admission fee? If yes, please provide amount(s): $20
☒	☐	Will you have music? Live____Taped____DJ__X__
☒	☐	Will there be on-site registration? Limited
☒	☐	Will there be sponsors or vendors on-site? If yes, please list them below. To Be Determined

Will your event require tents? Size: 10'x10' Quantity: Approximately 25

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?
**Tents larger than 10' x10'require a separate permit from the building department.*

Will your event require a stage, or platform? Size:_____Quantity: _____
**Will require a separate permit from the building department.*

Name of Park: Palmetto Bay Park

Area/Amenity of park to be used: *(Please check all that apply)*

__ Recreation Room	X Gazebo/Pavilion	__Meditation Garden	X Picnic Area	X Ball Field # 1- 6
X Soccer Field	X Football Field	X Open Field Area	__Volleyball Courts	__Playground
__Basketball Courts	__Skate Park	__Amphitheater	__Covered Terrace	__Open Terrace
__Tennis Courts	__Racquetball Courts	__Walking/Jogging Trails	X Entire Park	__Other _____

Vendors: Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

__ Caterer _____

__ Food Trucks _____

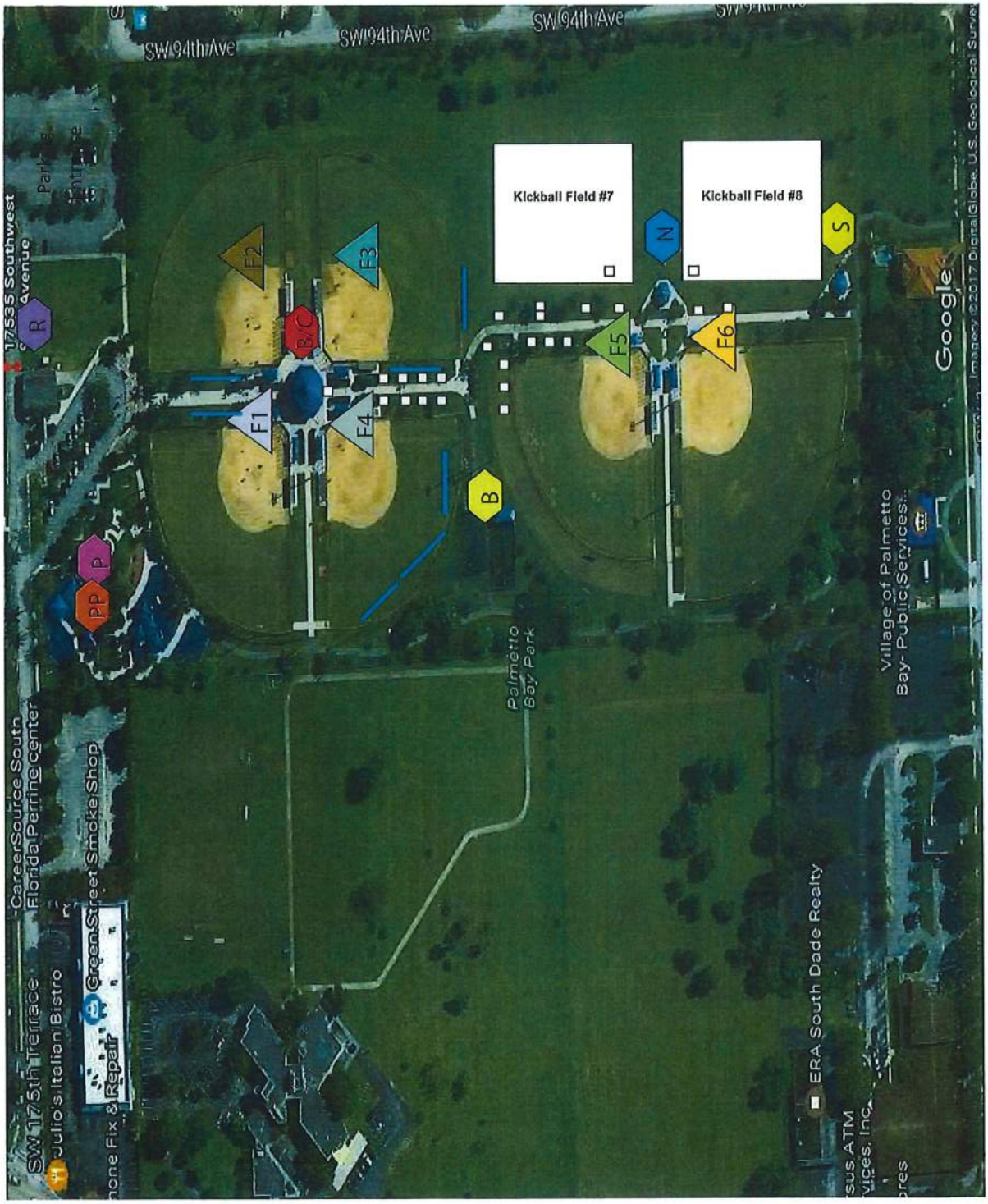
__ Amusement Rides (Bounce House, Mechanical etc.) _____

X Other Tents, Tables, Chairs - Vendor to be determined.

ATTACHMENT C

Locations are estimates.

Tents are 10'x10' □
Banner Locations ▬



ATTACHMENT D

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 22 2018

CURE CYSTIC FIBROSIS MIAMI
FOUNDATION
PO BOX 560459
MIAMI, FL 33256-0000

Employer Identification Number:
82-3555800
DLN:
26053534004648
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
November 30, 2017
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076

CURE CYSTIC FIBROSIS MIAMI

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

AGENDA ITEM

12C

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Support for Bryant McKinnie & Friends Kickball Tournament

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; ALLOWING FOR THE USE OF THE VILLAGE LOGO; AND SPONSORING ONE KICKBALL TEAM FOR THE BRYANT MCKINNIE & FRIENDS TOURNAMENT BENEFITING THE CYSTIC FIBROSIS FOUNDATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Cystic Fibrosis Foundation – Cure CF Miami is a local organization dedication to raising funds for the research and development of treatments for Cystic Fibrosis complications. Toward this effort, Cure CF Miami is conducting the Bryant McKinnie & Friends fundraising kickball tournament at Palmetto Bay Park. A maximum of forty (40) teams are anticipated, which includes many current and retired professional athletes. The Village of Palmetto Bay would like to sponsor one team to enter this tournament at a cost not to exceed $600 and allow the use of the Village Logo to be included in their marketing materials. Overall, it's a fun day for all to enjoy.

FISCAL IMPACT:

It is estimated that the sponsoring of one team will not exceed $600.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; ALLOWING FOR THE USE OF THE VILLAGE LOGO; AND SPONSORING ONE KICKBALL TEAM FOR THE BRYANT MCKINNIE & FRIENDS TOURNAMENT BENEFITING THE CYSTIC FIBROSIS FOUNDATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Cystic Fibrosis Foundation funds necessary research to cure Cystic Fibrosis, a genetic disorder affecting the lungs, pancreas and other organs; and

WHEREAS, the Bryant McKinnie & Friends Kickball Tournament is a fundraising event benefiting the Cystic Fibrosis Foundation; and,

WHEREAS, the Village of Palmetto Bay wishes to sponsor one kickball team to participate in the fundraising event; and,

WHEREAS, the event organizers have requested to include the Village logo in all promotional materials to show the Village's support for the fundraiser.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council authorizes the use of the Village logo on promotional materials for the fundraiser benefiting the Cystic Fibrosis Foundation.

Section 2. The Village Council approves the sponsorship of one kickball team.

Section 3. This Village Manager is hereby authorized to direct the Finance Director to designate and release funds in the amount of $600 for sponsorship of one team to participate in the tournament.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ___ day of _____ 2021.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Mayor Karyn Cunningham ___

AGENDA ITEM

12D

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING THE PROPOSED MIAMI-DADE COUNTY CODE OF ORDINANCE AMENDMENTS WHICH INFRINGE ON THE RIGHTS AND POWERS OF THE VILLAGE REGARDING PUBLIC WORKS CONSTRUCTION AND PERMITTING WITHIN EASEMENTS AND RIGHTS-OF-WAY WITHIN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Miami-Dade County Commission on first reading voted favorably to enact an Ordinance amending Sections 2-103.1 and 2-103.4 of the Code of Ordinances providing exclusive permitting jurisdiction to the Department of Public Works for construction work on certain roadways, except for state highways; and

WHEREAS, the second reading of the Ordinance has been presently continued; and

WHEREAS, the proposed Ordinance also prohibits Municipalities from requiring Municipal permits and payment for fees for work on county-owned or county-maintained right of way or other roadways; and

WHEREAS, the Miami-Dade County League of Cities addresses correspondence to the Honorable Jose "Pepe" Diaz, Chairman of the Miami-Dade County Commission, requesting a continuance of the second reading to afford an opportunity to address Municipal objections to the Ordinance; and

WHEREAS, the proposed Ordinance is intrusive and shall create additional burdensome and bureaucratic conditions upon Municipalities on applicants and Village personnel; and

WHEREAS, local supervision and permitting required to address the individual needs of each Municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The Village of Palmetto Bay joins those Municipalities in the County in opposing the proposed amendments to the Code of Miami-Dade County, Florida.

Section 3. This Village Clerk is directed to provide a copy of this Resolution to all members of the Miami-Dade County Board of County Commissioners and to all members of the Miami-Dade County League of Cities.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of October, 2021.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

AGENDA ITEM

12E

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD THE RECOMMENDATIONS OF THE COUNTY STAFF AND DENY, AND NOT TRANSMIT THE COMPREHENSIVE DEVELOPMENT MASTER PLAN ("CDMP") APPLICATION 20210003; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the individual municipalities within Miami-Dade County and their residents are affected in every way by decisions made at the County level; and

WHEREAS, County-level land use decisions affect quality-of-life, the nature of our shared metropolitan landscape, and the allocation of limited infrastructure resources; and

WHEREAS, urban sprawl has major negative impacts on residents, the environment, and the urban landscape; and

WHEREAS, the approval of new sprawl development on the urban periphery requires the County government to dedicate tax revenue from existing communities to fund the new infrastructure to meet minimum level of service capacity for these new developments, redirecting critical County resources away from already developed areas and communities; and

WHEREAS, County's municipalities have an urgent need for additional resources to address existing transit, water management, and other vital infrastructure; and

WHEREAS, the County's municipalities benefit from the existence of our strong local agricultural economy which provides fresh food and jobs, promotes sustainable consumption, and improves quality of life for all residents; and

WHEREAS, the County possesses a unique topography, characterized by an elevated central ridge, surrounded on the east and west by low-lying and flood prone open space; and

WHEREAS, the unique topographical landscape magnifies the risks and impacts of unconstrained urban sprawl development; and

WHEREAS, in recognition of the environmental and economic harm caused by suburban sprawl, and the County's distinctive topographical landscape, the County established an Urban Development Boundary in 1983 beyond which dense urban development is not permitted; and

WHEREAS, the Miami-Dade County Commission is currently considering an application to its Comprehensive Development Master Plan (CDMP) which would expand the Miami-Dade County Urban Development Boundary (UDB) to include 793-acres of farmland adjacent to the Homestead Air Reserve Base, and redesignate this parcel from agriculture to 'special district' on the Future Land Use Map; and

WHEREAS, the application would also amend the Comprehensive Development Master Plan, to exempt non-residential development from existing CDMP elements that discourage development in coastal areas at risk of storm flooding and sea level rise; and

WHEREAS, the County's recent Urban Expansion Area report identifies sufficient industrially zoned land within the UDB to accommodate new development through 2040 and beyond; and

WHEREAS, County staff noted major inconsistencies between this proposed project and the County's goals and the requirements outlined in the CDMP, and have recommended that the County "Deny and Do Not Transmit" the application to the state; and

WHEREAS, the application (1) is inconsistent with elements of the CDMP that require concurrency and consistency in the level of service for new developments, and (2) would require major new

infrastructure investments by the County, diverting already insufficient County infrastructure funding from our existing municipalities; and

WHEREAS, the application does not meet criteria in Ch. 163 F.S. regarding urban sprawl and would undermine infill development and efforts to improve transportation services within the urban core; and

WHEREAS, the application would take over 750 acres designated as "farmland of Unique importance" out of production, could increase flooding on surrounding parcels, and is inconsistent with elements of the CDMP regarding preservation and protection of agriculture and agricultural lands; and

WHEREAS, the application area is located squarely within the Coastal High Hazard Area, would divert disaster resilience and flood protection resources away from existing developments, and would result in the paving-over of low-lying open space necessary for flood-resilience; and

WHEREAS, the County could more effectively support the interests of its municipalities by facilitating the redevelopment of existing industrially zoned parcels within the UDB.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village of Palmetto Bay finds that the above recitals are true and valid reasons to deny urban expansion and development in the County's remaining farmlands, near coastal wetlands, and in Coastal High Hazard Areas.

Section 2. The Village Urges the Miami Dade County Board of County Commissioners to uphold the recommendations of County staff and deny and not transmit the CDMP amendment application CDMP20210003.

Section 3. The Village Clerk is directed to send copies of this Resolution to each member of the Miami-Dade Board of County Commissioners and to the Mayor of Miami-Dade County.

Section 4. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of October 2021.

ATTEST:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

AGENDA ITEM

14A

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE 2021-2022 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village Council has developed a Legislative Agenda that supports the priorities of the Village of Palmetto Bay for the 2021-2022 Legislative session; and

WHEREAS, the Mayor and Village Council desire to lobby the State Legislature to consider and address these priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby approves its 2021-2022 Legislative Agenda, as further detailed in Sections 2 below.

Section 2: The Village Council hereby supports and approves the following priorities for funding and takes positions to support certain legislative policies as follows:

A. Supporting legislation that provides funding for traffic calming projects and public transit improvements and extensions for Miami-Dade County.

B. Requesting funding for South Florida Water Management District specifically for canal bank restoration to address the critical erosion needs in the Village of Palmetto Bay.

C. Maximizing all available appropriation and funding opportunities to implement storm water and other needed infrastructure projects throughout the Village.

D. Supporting any legislation and requesting funding assistance and partnership opportunities that support the age friendly city initiatives and the development of unique opportunities for individuals with special needs.

E. Support any legislation requesting funding assistance and partnership opportunities for projects that enhance mobility and create a network of interconnected lanes in support of bicycle and pedestrian activity within the Village.

F. Seeking funding assistance for the Village's FRDAP and other such FDEP projects to address park capital improvements and park property acquisitions.

G. Seeking relief from homeowner insurance rates which are slated to increase by 8.2%, substantially higher than what most residents can afford, the Village supports and requests rate relief and reforms.

H. The Village supports and requests that the State of Florida provides wage increases to all State employees in Miami-Dade County, by recognizing that the cost of living in South Florida is substantially higher than rural areas of Florida. Through this request, the State can keep its employees longer and not lose the training and knowledge accumulated by them.

I. The Village requests funding for mental health funding for children of school age. Statistics show that 1in 5 five children have emotional problems that can lead to other issues later in life. The Village supports increasing school funding for mental health issues to protect our children.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 4th day of October 2021.

Attest: _____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Mayor Karyn Cunningham ___

AGENDA ITEM

14B

RESOLUTION NO. 2021-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ANNUAL EVALUATION FORMS; AMENDING RESOLUTION 2019-75 TO INCLUDE THE VILLAGE ATTORNEY IN ADDITION TO THE MANAGER AND CLERK FOR AN ANNUAL EVALUATION; CREATING A FORM FOR USE BY COUNCILMEMBERS FOR EVALUATING THE VILLAGE ATTORNEY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq.)*

WHEREAS, the Village Council has adopted a methodology for annual evaluations of the Village Manager and the Village Clerk; and

WHEREAS, the evaluation methodology contemplates a written evaluation form to be adopted by the Village Council; and

WHEREAS, an evaluation form, attached as Exhibit "1" shall be used for the annual evaluation of the Village Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The evaluation form, as attached Exhibit "1", is adopted for use in the annual evaluation of the Village Attorney, provided however that the Council may use either this form or one prepared by a Councilmember.

Section 2. This Resolution is effective upon adoption.

PASSED and **ADOPTED** this 4th day of October, 2021.

Attest: _____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Karyn Cunningham ____

Council Member Steven Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Council Member Patrick Fiore ____

EXHIBIT 1

VILLAGE ATTORNEY EVALUATION FORM

_____

Person Completing the Form

SECTION ONE: BEHAVIORS

1. ELECTED BODY RELATIONS

A.___Is the Village Attorney available for consultation and is responsive to Council direction?
Comments: _____
_____

B____Does the Village Attorney keep the Council informed of important developments and issues affecting the legal matters handled by the Attorney?
Comments: _____
_____

C.____Does the Village Attorney maintain open lines of communication with the Council as a body and with individual members?
Comments: _____
_____

_____***Total Score*** (30 points possible)

1 – Needs improvement; 3 – Marginally met expectations; 5 – Met expectations;
7 – Exceeded expectations; 10 – Outstanding

2. POLICY EXECUTION

A.____Does the Village Attorney implement legal action in accordance with the intent of the elected body?
Comments: _____
_____

B.____Does the Village Attorney enforce and carry out the laws of the Village?
Comments: _____

_____

C.____Does the Village Attorney present comprehensive factual information and analysis of issues for Council decisions?
Comments: _____
_____

D.____Does the Village Attorney have the respect and confidence of the Council, and the Administration?
Comments: _____
_____

_____***Total Score*** (40 points possible)

1 – Needs improvement; 3 – Marginally met expectations; 5 – Met expectations.
7 – Exceeded expectations; 10 –Outstanding

3. COMMUNICATION

A.____Does the Village Attorney provide monthly reports both written and oral concerning matters of importance at Council meetings?
Comments: _____
_____

B.____ Is the Village Attorney responsive to the residents who contact the Attorney regarding matters affecting the Village?

C____Does the Village Attorney provide adequate, timely information and provide follow-up to individual Council Members requests for information?
Comments: _____

_____***Total Score*** (30 points possible)

1 – Needs improvement; 3 – Marginally met expectations; 5 – Met expectations.
7 – Exceeded expectations; 10 – Outstanding

4. PERSONAL CHARACTERISTICS

A.____IMAGINATION: Does the Village Attorney show originality in approaching problems, create effective solutions and is able to visualize the implications of various alternatives?

Comments: _____

_____

B.____ENERGY: Is the Village Attorney energetic and willing to spend the time necessary to perform the position?

Comments: _____

_____

C.____JUDGMENT AND DECISIVENESS: Are the decisions made by the Village Attorney generally correct and does he exercise good judgment in making decisions?

Comments: _____

_____

D.____INTEGRITY: Is the Village Attorney honest and forthright in his professional capacities and does he have a reputation in the community for honesty and integrity?

Comments: _____

_____

E.____SELF-ASSURANCE: Is the Village Attorney self-assured of his professional expertise and does he take responsibility his own mistakes?

Comments: _____

_____

_____**Total Score** (50 points possible)

1 – Needs improvement; 3 – Marginally met expectations; 5 – Met expectations.
7 – Exceeded expectations; 10 – Outstanding

AGENDA ITEM

14C

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Purchase of Currently Leased Ford Transit T-350

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO USE SURPLUS FUNDS, FROM THE RETURN AND REPALCEMENT OF VEHICLES TO ENTERPRISE FLEET, TO PURCHASE THE CURRENT LEASED FORD TRANSIT T-350 IN ORDER TO REDUCE FUTURE INSURANCE COSTS. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

Resolution 2020-43 (Attachment A) was passed on March 02, 2020, authorizing a master equity lease agreement and maintenance agreement with Enterprise Fleet. Within this agreement the Village leased a 2020 Ford Transit T-350 Passenger XL for a 5-year period.

On July 2, 2021, Enterprise Fleet informed the Public Services Department (Attachment B) that due to the seating capacity of 12 per the master lease agreement the vehicle would need to have a $2 Million in auto liability insurance coverage.

The alternative options would be either remove a row for the van making it only an 8-passenger van or the Village can take ownership of the Ford Transit T-350.

FISCAL/BUDGETARY IMPACT:

The increase in insurance would raise cost to an additional $2,078.00 yearly and $10,693.00 for the 5-year lease with Enterprise (Attachment C).

The Village has a surplus in the amount of $58,239.00 with Enterprise Fleet from the sale of vehicles returned and replaced with Enterprise Fleet vehicles.

RECOMMENDATION:

Village administration is requesting authorization to allot $27,303.72 of the surplus with Enterprise to purchase the Ford Transit to save in future insurance cost.

Attachments:

- Attachment A: Resolution 2020-43
- Attachment B: Email from Enterprise Fleet
- Attachment C: Insurance Quote: Florida League of Cities
- Attachment D: Surplus with Enterprise

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO USE SURPLUS FUNDS, FROM THE RETURN AND REPALCEMENT OF VEHICLES TO ENTERPRISE FLEET , TO PURCHASE THE CURRENT LEASED FORD TRANSIT T-350 IN ORDER TO REDUCE FUTURE INSURANCE COSTS. *(Sponsored by Administration)*

WHEREAS, on March 02, 2020, the Village Council Approved Resolution 2020- 43, authorizing a master equity lease agreement and maintenance agreement with Enterprise Fleet; and

WHEREAS, within this agreement with Enterprise Fleet the Village leased a 2020 Ford Transit T-350 Passenger XL for a Five (5) year period; and

WHEREAS, On July 2, 2021, Enterprise Fleet informed the Public Services Department that due to the seating capacity of twelve (12) passengers, the master lease agreement requires the Village to carry Two Million ($2,000,000) Dollars in automobile liability insurance coverage; and

WHEREAS, this increase in insurance coverage would raise the cost to an additional Two Thousand ($2,000.00) Dollars yearly and Ten Thousand ($10,000.00) Dollars over the five (5) year lease term; and

WHEREAS, the alternative options are to remove a row of seats from the van making it only an eight (8) passenger van or the Village can purchase ownership of the Ford Transit T-350; and

WHEREAS, the Village has a surplus funds in the amount of Fifty Eight Thousand Two Hundred Thirty-Nine ($58,239.00) with Enterprise Fleet from the sale of vehicles returned or replaced with Enterprise Fleet vehicles; and

WHEREAS, Village administration is requesting authorization to allot Twenty Seven Thousand Three Hundred Three Dollars and

Seventy-Two Cents ($27,303.72) of the surplus with Enterprise to purchase the Ford Transit in order to save on future insurance costs.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is authorized to allot surplus funds from vehicles returned to or replaced with Enterprise not to exceed $27,303.72 in order to purchase the 2020 Ford Transit-350 from Enterprise Fleet.

Section 2. This Resolution shall become effective upon the date of its adoption.

PASSED AND ADOPTED this 4th day of October 2021.

ATTEST:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

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RESOLUTION NO. 2020-43

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING A MASTER EQUITY LEASE AGREEMENT AND MAINTENANCE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. BASED ON A PIGGYBACK CONTRACT FROM THE CITY OF LAKE CITY, FLORIDA, ISSUED UNDER RFP NO. 011-2010; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT NOT TO EXCEED $82,000 (EQUITY LEASE) FOR THE REPLACEMENT OF 11 VEHICLES IN THE PARKS AND THE PUBLIC SERVICES DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village of Palmetto Bay ("Village") currently has an aging vehicle fleet that requires recurring and costly repairs and therefore has an essential need to update 11 of its existing motor vehicles; and,

WHEREAS, the City of Lake City (the "Lake City") after a publicly advertised solicitation (RFP# 011-2010 Fleet Leasing & Management Program) awarded and executed a contract with Enterprise Fleet Management, Inc. for the leasing and management of their vehicles; and,

WHEREAS, in accordance with the Village Ordinance 03-09, Sec. 2-175 (i)(3), purchases made under state purchasing contracts or contracts of other municipal or governmental entities that were awarded pursuant to competitive bids based on clearly defined specifications shall not require competitive bidding by the Village; and,

WHEREAS, Lake City has authorized other governmental entities to independently utilize the same terms and conditions identified in their solicitation under RFP# 011-2010; and

WHEREAS, Interim Village Manager recommends exercising the "Vehicle Resale Process", as identified in Lake City's Contract; and

WHEREAS, the Village desires to enter into a Lease and Maintenance Agreement with Enterprise Fleet Management, Inc., under the same terms and conditions of the Lake City contract, which also allows the Village to participate in the resale process of the vehicles by receiving credits for the trade-in and utilizing that credit towards the new Lease and Maintenance costs; and,

WHEREAS, the Village Council finds these agreements satisfactory and advantageous for the Village and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby selects Enterprise Fleet Management, Inc. to provide the Village with a Fleet Lease and Maintenance Agreement, as a piggyback contract to the Lake City Contract pursuant to Lake City's RFP 011-2010 and in accordance with Sec 2-175 (i)(3) of the Village's Code.

Section 2. The Interim Village Manager is authorized to sign such an agreement with Enterprise Fleet Management Inc., in substantial form and content to Attachment A, for an amount not to exceed $82,000 (equity lease) for the replacement of 11 vehicles in the Parks and the Public Services Departments for a 5-year period, including changing the Chevy Equinox option to a hybrid out of the vehicles delineated on the Attachment.

Section 3. This Resolution shall become effective upon adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

DocuSigned by:
Missy Arocha
8EDC211E5F0C48C...
Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
35B93CD2D0CB470...
Karyn Cunningham
Mayor

DocuSign Envelope ID: 7C0B0F31-F074-4D28-B985-CBF01A4F74A3

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

DocuSigned by:
John C. Dellagloria
CC0A6D709243466...

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	YES
Council Member David Singer	YES
Council Member Marsha Matson	YES
Vice-Mayor John DuBois	YES
Mayor Karyn Cunningham	YES

Yvonne Picado

From: Abbott, Kathryn M <Kathryn.M.Abbott@efleets.com>
Sent: Friday, July 2, 2021 3:06 PM
To: Dionisio Torres
Cc: Yvonne Picado
Subject: [EXT] Insurance and Compliance - 2020 Ford Transit Passenger Van

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Hi Dio,

Our team has been trying to get resolution on the 2020 Ford Transit (1FBAX2C89LKB24391) delivered on 09/10/2020. Since the vehicle has a seating capacity of 12, per the master lease agreement, this vehicle needs to have $2 Million in auto liability limits. We have a few options to remain compliant with our policy; increase your insurance coverage limits, operate the vehicle as an 8 passenger, or Palmetto Bay can take title ownership of the vehicle.

Can you please advise how we will proceed?

Thank you,

Enterprise | FLEET MANAGEMENT

Katie Abbott
Client Strategy Manager
South Florida

(954) 804-0883 Cell
Kathryn.M.Abbott@efleets.com

Enterprise Fleet Management
5105 Johnson Road
Coconut Creek, FL 33073
efleets.com

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.

ATTACHMENT C

From: Michael Morrill <mmorrill@flcities.com>
Sent: Thursday, April 8, 2021 10:13 AM
To: Desmond Chin <dchin@palmettobay-fl.gov>
Subject: [EXT] RE: [EXT] RE: [EXT] RE: [EXT] RE: [EXT] 449556 - Village of Palmetto Bay, Florida

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Good morning Desmond,

The estimated annual premium for a $2m AL limit with $0 deductible is approximately $10,693. An additional $2,078 for this polic

Let me know if you need anything else,

Michael J. Morrill
Account Executive
Florida League of Cities, Inc.
954.270.7296
www.flcities.com

FLC
FLORIDA LEAGUE OF CITIES
LOCAL VOICES MAKING LOCAL CHOICES

enterprise
FLEET MANAGEMENT

Village of Palmetto Bay, Florida (449556)

Vehicle (Settled)	Cust Num	Cust Name	Master Cust Num	Master Cust Name	VIN (Settled)	Lease Type	Net Settlement	Transaction Type	Transaction Date	Transaction Amount	Net Balance
4E170951	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G04E170951	Client-Owned	-$1,625.00		3/11/2021	$0.00	-$1,625.00
4E170951	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G04E170951	Non-Leased	$0.00	COV Settlement	3/11/2021	-$1,625.00	$0.00
4E171603	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G14E171603	Client-Owned	-$1,525.00		3/11/2021	$0.00	-$1,525.00
4E171603	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G14E171603	Non-Leased	$0.00	COV Settlement	3/11/2021	-$1,525.00	$0.00
4E173303	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G24E173303	Client-Owned	-$9,000.00		2/22/2021	$0.00	-$9,000.00
4E173303	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G24E173303	Non-Leased	$0.00	COV Settlement	2/22/2021	-$9,000.00	$0.00
4E173534	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24GX4E173534	Client-Owned	-$8,235.00		2/22/2021	$0.00	-$8,235.00
4E173534	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24GX4E173534	Non-Leased	$0.00	COV Settlement	2/22/2021	-$8,235.00	$0.00
4E174514	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G94E174514	Client-Owned	-$4,535.00		2/22/2021	$0.00	-$4,535.00
4E174514	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCHK24G94E174514	Non-Leased	$0.00	COV Settlement	2/22/2021	-$4,535.00	$0.00
4R166414	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GNEK13T44R166414	Client-Owned	-$2,519.00		2/22/2021	$0.00	-$2,519.00
4R166414	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GNEK13T44R166414	Non-Leased	$0.00	COV Settlement	2/22/2021	-$2,519.00	$0.00
61219175	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	2GCEK13T961219175	Client-Owned	-$7,135.00		2/22/2021	$0.00	-$7,135.00
61219175	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	2GCEK13T961219175	Non-Leased	$0.00	COV Settlement	2/22/2021	-$7,135.00	$0.00
6HB23973	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FDXE45P36HB23973	Client-Owned	-$935.00		3/12/2021	$0.00	-$935.00
6HB23973	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FDXE45P36HB23973	Non-Leased	$0.00	COV Settlement	3/12/2021	-$935.00	$0.00
6HB23974	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FDXE45P56HB23974	Client-Owned	-$565.00		3/12/2021	$0.00	-$565.00
6HB23974	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FDXE45P56HB23974	Non-Leased	$0.00	COV Settlement	3/12/2021	-$565.00	$0.00
6Z194823	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCEK19T36Z194823	Client-Owned	-$8,490.00		2/22/2021	$0.00	-$8,490.00
6Z194823	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1GCEK19T36Z194823	Non-Leased	$0.00	COV Settlement	2/22/2021	-$8,490.00	$0.00
7DA54262	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FDXE45P77DA54262	Client-Owned	-$2,505.00		3/25/2021	$0.00	-$2,505.00
7DA54262	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FDXE45P77DA54262	Non-Leased	$0.00	COV Settlement	3/25/2021	-$2,505.00	$0.00
8KD08881	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FTRF12W08KD08881	Client-Owned	-$5,435.00		2/22/2021	$0.00	-$5,435.00
8KD08881	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FTRF12W08KD08881	Non-Leased	$0.00	COV Settlement	2/22/2021	-$5,435.00	$0.00
8KD08882	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FTRF12W28KD08882	Client-Owned	-$5,735.00		2/22/2021	$0.00	-$5,735.00
8KD08882	449556	Village of Palmetto Bay, Florida	449556	Village of Palmetto Bay, Florida	1FTRF12W28KD08882	Non-Leased	$0.00	COV Settlement	2/22/2021	-$5,735.00	$0.00
											-$58,239.00

ATTACHMENT D

AGENDA ITEM

14D

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Parks and Recreation Master Plan

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT: APPROVING THE SELECTION OF BERMELLO, AJAMIL AND PARTNERS, INC. TO PREPARE THE PARKS AND RECREATION MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND DOLLARS AND NO CENTS ($119,000.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

In order to keep up with the needs of the park patrons and the growth and trends of our park facilities, the Village is requesting a comprehensive Parks and Recreation Master Plan that coincides with the needs of the residents, the status of being the "Village of Parks" by adding a vision that can encompass fifteen (15) years based on analysis of setting goals through milestones in stages, create polices and standards for the Village's Park system, open space, trails recreational facilities and program development. Also, to include an analysis of forecasted needs and implementation strategies and to include future repairs etc. The completion of this Master Plan will help the Parks and Recreation Department have a strategic plan to apply for State and Federal grants based on the needs set by the Master Plan and be able to anticipate any forthcoming repairs or needs in the future.

FISCAL IMPACT:

The Parks and Recreation Department has set aside on their fiscal budget the amount of $ 100,000.00 to cover the cost of the Master Plan. The additional $ 19,000.00 will be deducted from Parks general fund.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. Proposal – Bermello, Ajamil and Partners, Inc.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT: APPROVING THE SELECTION OF BERMELLO, AJAMIL AND PARTNERS, INC. TO PREPARE THE PARKS AND RECREATION MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND DOLLARS AND NO CENTS ($119,000.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village requested from qualified companies to provide a comprehensive Master Plan for the Parks and Recreation Department for the next fifteen (15) years; and

WHEREAS, this Master Plan will address those matters raised by the residents and will serve as a means to receive funds from grants through State and Federal agencies; and

WHEREAS, after presentations and scoring, the highest ranked company was Bermello, Ajamil and Partners, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute an agreement with Bermello, Ajamil and Partners, Inc. in the amount of One Hundred Nineteen Thousand Dollars and Zero Cents ($119,000.00) to deliver to the Village a comprehensive Parks and Recreation Master Plan.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of October, 2021.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Mr. Nick Marano, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 9/30/2021

ITB#: RFP# 2021-12-012 **Item/Service:** Parks & Recreation Master Plan

Attach please find the tabulation and score sheets from the examiners: Fanny Carmona Dir. Parks and Recreation, Kirk Hearin, Parks Manager and Jeremy Bajdaun, Dir. of Parks and Recreation for the Town of Miami Lakes.

I. Procurement Comments:

Although all respondents were reputable, the examiners felt that Bermello, Ajamil and Partners, Inc. would be the best fit.

II. Recommendation:

a. Which bid is being recommended? Bermello, Ajamil and Partners, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes ____ No _X___

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held October 4, 2021.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

Village of Palmetto Bay

Tabulation -- RFP# 2021-12-012

Village of Palmetto Bay - Parks and Recreation Master Plan

Bid Open Date: August 18, 2021 at 3:00pm

	Miller Legg	Kimley-Horn	Bermello, Ajamil & Partners
Proposal Checklist			
Project Approach	47	49	58
Project Team Qualifications	59	59	60
Past Project Experience & References	57	59	73
Project Schedule	33	33	45
Project Fee Schedule & Cost Estimate	30	27	25
Presentation of Proposal	25	23	30
TOTALS	251	250	291

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: July 15th, 2021

Publication(s): Daily Business Review

Village of Palmetto Bay
Tabulation – RFP# 2021-12-012
Village of Palmetto Bay - Parks and Recreation Master Plan
Bid Open Date: August 18, 2021 at 3:00pm

	Miller Legg	Kimley-Horn	Bermello, Ajamil & Partners
Proposal Checklist			
Project Approach - (20pts. Max)	16	17	20
Project Team Qualifications (20pts. Max)	19	19	20
Past Project Experience & References (25pts Max.)	16	18	24
Project Schedule (15pts. Max)	13	13	15
Project Fee Schedule & Cost Estimate (10pts Max)	10	8	7
Presentation of Proposal (10pts. Max)	8	8	10
TOTALS	82	83	96

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: July 15th, 2021

Publication(s): Daily Business Review

Examiner: Fanny Carmona

Signature

Village of Palmetto Bay
Tabulation -- RFP# 2021-12-012
Village of Palmetto Bay - Parks and Recreation Master Plan
Bid Open Date: August 18, 2021 at 3:00pm

Proposal Checklist	Miller Legg	Kimley-Horn	Bermello, Ajamil & Partners *
Project Approach - (20pts. Max)	14	14	18
Project Team Qualifications (20pts. Max)	20	20	20
Past Project Experience & References (25pts Max.)	16	16	24
Project Schedule (15pts. Max)	10	10	15
Project Fee Schedule & Cost Estimate (10pts Max)	10	10	10
Presentation of Proposal (10pts. Max)	7	7	10
TOTALS	77	77	~~97~~

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: July 15th, 2021

Publication(s): Daily Business Review

Examiner: Kirk Hearin

Signature

* - 3D DEPICITIONS
- RENDERINGS OF PROPOSED MASTER PLAN RECOMMENDATIONS BY PARK

Village of Palmetto Bay
Tabulation – RFP# 2021-12-012
Village of Palmetto Bay - Parks and Recreation Master Plan
Bid Open Date: August 18, 2021 at 3:00pm

	Miller Legg	Kimley-Horn	Bermello, Ajamil & Partners
Proposal Checklist			
Project Approach - (20pts. Max)	17	18	20
Project Team Qualifications (20pts. Max)	20	20	20
Past Project Experience & References (25pts Max.)	25	25	25
Project Schedule (15pts. Max)	10	10	15
Project Fee Schedule & Cost Estimate (10pts Max)	10	9	8
Presentation of Proposal (10pts. Max)	10	8	10
TOTALS	92	90	98

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: July 15th, 2021

Publication(s): Daily Business Review

Examiner: Jeremy Bajdaun

Town of Miami Lakes

Dir. Parks & Recreation

9/13/21

Signature

VILLAGE OF PALMETTO BAY

Parks and Recreation Master Plan

August 18, 2021

RFP No. 2021-12-012



Bermello Ajamil & Partners

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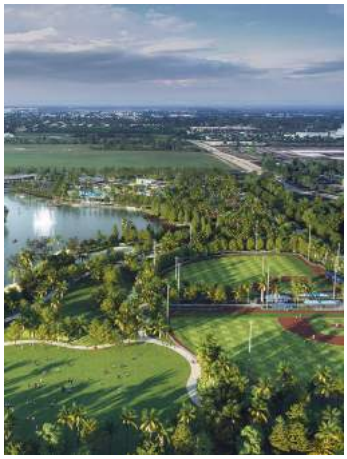
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TAB 1

LETTER OF SUBMISSION



Bermello Ajamil & Partners



Doral Central Park, Doral, FL



Optimist Park, Town of Miami Lakes, FL



Channelside Master Plan, Tampa, FL

August 18, 2021

Village of Palmetto Bay
Dept. Of Parks and Recreation
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

RE: Parks and Recreation Master Plan RFP# 2021-12-012

Dear Selection Committee:

Bermello Ajamil & Partners, Inc. (BA) and partnering sub-consultants are pleased to submit this RFP response to the Village of Palmetto Bay for Parks Master Planning Services. BA will be the Prime Consultant for this proposed contract and has assembled a team of exemplary professionals uniquely qualified to provide all the services indicated in the Village's RFP.

Past Performance on Similar Projects

The BA Team has extensive experience in master planning, design, and development of Parks, emphasizing open spaces, trails, and recreation facilities. BA has carried out numerous City-wide Park and Recreation Master Plans for South Florida municipalities, such as Hallandale Beach, Dania Beach, Pompano Beach, and Miami Beach. Ballard*King & Associates, Ltd., supporting BA on the project team, specializes in parks and recreation master plans. **Ballard*King & Associates has completed over 80 parks and recreation master plan studies** across the United States, 13 in Florida. In addition, **The Bosch Group will provide construction cost estimates.** Trusted by BA, they are the go-to source for accurate and reliable cost estimating at the concept plan and schematic design level. BA is presently working with The Bosch Group on numerous parks, buildings, and development projects.

The BA Team brings all of the necessary technical, management, and creative skills to execute the scope anticipated under this contract, in a manner that provides the Village of Palmetto Bay with superb design and planning skills, while keeping within established budgets and meeting specific projects schedules. In addition, a vast experience base, coupled with the unique composition of the BA Team, allows the Village to work with one multidisciplinary group to expand and enhance the Village's parks and recreation vision.

Project Understanding

The BA team understands the scope of work outlined in this RFP. The Scope of Services requested by the Village of Palmetto Bay is to develop a community-responsive comprehensive Parks and Recreation Master Plan. The Master Plan will address the immediate and future recreation needs of all the residents of the Village, and the required budgets needed for the satisfactory operation of the parks and recreation system.

This comprehensive approach will provide an assessment of current recreational facilities, programs, and activities. The BA Team will assess community-wide needs for these facilities/programs. An essential part of identifying needs will be the outreach program to the different neighborhoods that comprise the Village of Palmetto Bay. BA will evaluate improvements to existing outdoor and indoor facilities or possible new facilities to serve the community. BA will recommend improvements to ongoing recreational programs and identify any additional programs needed. In addition, the study will recommend changes or additions to operations and maintenance budgets for recreation facilities and programs.

BA understands the Village of Palmetto Bay, its urban context, and its relationship to surrounding communities, including the park and recreation system's geographic extension into different areas and neighborhoods that make up the Village. BA has studied the previous parks Master Plan efforts and understands the content of the Council Resolutions as identified in the RFP. BA's prior history working in the Village includes a wide variety of different projects, each of which included collaboration with staff, council members and members of the public.



George Brummer Park, Pompano Beach, FL



South City Beach Park, Hallandale Beach, FL



Chester Byrd Park, Dania Beach, FL

The Master Plan will include physical designs to upgrade and enhance existing recreational facilities, where applicable. The Parks and Recreation Master Plan will include Village-wide park design standards incorporated into the Village Code and the Village's Comprehensive Plan as may be appropriate.

BA, The Firm

BA, a global interdisciplinary A/E firm established in 1939, is recognized for its award-winning designs and extraordinary service spans over 75 years and six continents. This experience and years in practice attest to the financial stability of the company. Headquartered in Miami, with offices in Fort Lauderdale, New York, and Denmark, BA offers Planning, Landscape Architecture, Architecture, Engineering, Interior Design, and Construction Services.

BA's professional staff of over 130 talented individuals is committed to embracing the Village's vision and needs first. The Landscape Architecture and Planning Department is comprised of ten seasoned professionals committed to the Village's success. With an abiding promise to the Village, BA has the unique expertise to connect projects on an intimate level and constantly evolve the quality of life of the community.

BA has continuously developed innovative design technologies that provide intelligent, sustainable designs to enrich the built environment. The practice has earned a long list of awards, including Top 500 Design Firms 2021 - Engineering News-Record; #4 – Top Architecture Firms 2021 - South Florida Business Journal; Top 15 Architecture Firms in the Southeast 2019 - Engineering News-Record; Firm of the Year - AIA Miami Chapter; Firm of the Year - Society of American Registered Architects.

Workload

BA has sufficient personnel to address the workload needs of the Village of Palmetto Bay Park and Recreation Master Plan. Mr. Randy Hollingworth, Mr. Alfredo Sanchez, and BA's senior landscape architecture and senior planning staff will devote the required time to complete the Master Plan. Mr. Ken Ballard, senior partner of Ballard*King, and his staff are also committed to devote the necessary time to complete the Parks and Recreation Master Plan.

The BA Team is "on-call" as required. The depth of experience allow the BA Team to perform successfully on all contracts, respond promptly, and keep projects on schedule. The careful assembly of the full team brings key personnel and firms, who have collaborated on projects of this scope and magnitude in the past and bring the necessary expertise.

BA's Top Management Personnel Access

BA's Top Management Personnel will lead and work on this contract. Alfredo C. Sanchez will be the Partner-in-Charge, offering more than 35 years of professional experience, including extensive knowledge of master planning at all levels and the ability to address complex analytical planning and design issues. I, Randy Hollingworth, will be the Project Manager, an experienced and accomplished designer with over 30-years of experience in master planning and urban design. Our sub-consultants have assigned their most senior personnel to work on this project, Mr. Ken Ballard, Senior Partner of Ballard*King Associates, and Ms. Maria Bosch from The Bosch Group. Mr. Randy Hollingworth and I are authorized to make representations for this project and are accessible as needed.

The BA Team commits to consistently using the same personnel and key staff presented in this response for the project's duration and under this contract. The current workload will not alter this commitment. The BA Team is dedicated to ensuring the greatest workforce flexibility and responsiveness to the Village and is committed to exceeding the Village's expectations.

We are confident that the BA Team will offer the Village of Palmetto Bay its award-winning talent and responsive service to create a successful Parks Master Plan. Again, we thank you for the opportunity to present our professional credentials, and we look forward to working with you.

Sincerely,

Randy P. Hollingworth
Project Manager

TAB 2

FIRM BACKGROUND AND EXPERIENCE



FIRM BACKGROUND & EXPERIENCE

BA will provide exemplary service to the Village of Palmetto Bay, starting with our careful selection of team members that understand how to tackle this specific project type, size, and complexity. Our team includes the following firms and their role on the project:

PARKS MASTER PLANNING & LANDSCAPE ARCGITECTURE

BA will serve as the lead Consultant for this assignment and will be providing all Master Planning & Landscape Architecture Services. Our firm specializes in providing these services to municipalities throughout Florida and we hold significant expertise in the planning and design of parks and recreational facilities, government complexes and streetscapes.

NEEDS ANALYSIS, PROGRAMMING, IMPLEMENTATION STRATEGY

Ballard*King & Associates Ltd. (B*K) was established in 1992 by Ken Ballard and Jeff King in response to the need for market-driven and reality-based planning for parks and recreation agencies. With over 70 combined years of recreation planning experience in the public, non-profit, collegiate and private sector, their consulting firm has been involved with over 50 master plan studies, 45 operational assessments and has completed over 700 recreation facility projects in 48 states.

COST ESTIMATING

The Bosch Group will provide cost estimating services. The Bosch Group has become a recognized leader throughout Florida, nationally, and internationally, providing Construction Management, Project Controls, Construction Litigation Support and Expert Witness Services for a large diversity of Projects.



Sullivan Park, Deerfield Beach, FL

FIRM BACKGROUND & EXPERIENCE

Bermello Ajamil & Partners Inc. (BA) is a global interdisciplinary A/E firm established in 1939. Offering services that include Architecture, Engineering, Planning, Landscape Architecture, Interior Design and Construction Services, BA serves various market sectors consisting of Municipal, Maritime, Aviation, Commercial, Residential, Healthcare, Education, and Transportation.

COMPLETED OVER 50 MASTER PLANS

Headquartered in Miami, the firm operates on 6 continents from its offices in Florida, New York and Denmark, and is highly recognized for its award-winning designs and extraordinary service of **over 75 years** of experience. Our professional staff of **over 115 talented individuals** is committed to embracing the Client's vision and needs first. With an abiding promise to our Clients and the communities that we serve, BA has the unique expertise to connect projects on an intimate level and constantly evolve the quality of life in regions around the world.

BA's Architects, Planners, and Landscape Architects focus on providing our Clients with innovative and sustainable design solutions which respond directly to the individual needs of each community in which our projects are located. **We believe each park design is and should be unique.** Our team brings expertise in many facets of public open space design and development including master planning, programming, recreation and community center design and landscape architectural design for environmental, aesthetic and functional purposes. Whether we are revitalizing parks, designing recreational facilities or creating wildlife habitats, we undertake all of our projects with a keen understanding of the individual and unique characteristics of each site and each Client.



Sullivan Park, Deerfield Beach, FL



Sullivan Park, Deerfield Beach, FL

Our team has designed and managed the development of master plans and a wide variety of public parks throughout South Florida. Completed projects such as Dania Beach City-Wide Parks Master Plan and Pompano Beach City-Wide Master Plan to to some of the most recent ones such as Doral's new Central Park and Sulllivan Park in Deerfield Beach speak to our team's solid record of developing successful projects. We understand the dynamics and economic conditions that most municipalities now find themselves in, and will work hard to be responsive to the Village's needs throughout the contract duration. Award-winning park master plan projects attest to the fact that our team is highly qualified for this assignment.

BA has been recognized both locally and nationally with many awards and by publications including:

#4 – Top Architecture Firms 2021
South Florida Business Journal

Top 500 Design Firms 2021
Engineering News Record

Top 100 Design Firms in the Southeast 2020
Engineering News Record

Top 100 Private Companies 2020
South Florida Business Journal

Top 300 U.S. Architecture Firms 2021
Architectural Record

Top 15 Architecture Firms in the Southeast 2019
Engineering News Record

Top 150 Architecture/Engineering Firms 2019
Building Design + Construction

Top 25 Government Sector Architecture Firms
Building Design + Construction

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Parks and Recreation Master Plan

RFP# 2021-12-012

Name of Proposer: Bermello Ajamil & Partners, Inc.

To Whom It May Concern,

The above reference Consultant is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the Consultant is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:
City of Pompano Beach Citywide Parks Master Plan

Initial Value of Contract: $115,000 Final Value of Contract: $115,000

Was the work performed timely: ✓ Yes ____ No

Was the work performed to acceptable quality standards: ✓ Yes ____ No

Would you enter into a contract with the Consultant in the future? ✓ Yes ____No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work?
✓ Yes ____ No

Total number of change orders: -0- Were any contractor driven: _____

Number of RFI's submitted by the Consultant: -0-

If you responded no to any of the above, please provide details:

Great to work with. BA produced an excellent Master Plan

Name of Public Entity/Company: City of Pompano Beach
Name of Individual completing this form: Mark Beaudreau
Signature: Mark A. Beaudreau Title: Recreation Programs Administrator
Telephone: 954.786.4191 Email: Mark.Beaudreau@copbfl.com
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

Page **25** of **59**

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Parks and Recreation Master Plan

RFP# 2021-12-012

Name of Proposer: Bermello Ajamil & Partners, Inc.

To Whom It May Concern,

The above reference Consultant is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the Consultant is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:
Dania Beach Citywide Parks Master Plan - The BA Team provided a comprehensive plan that addressed Needs Assessment, Management, Recreation Programs and Services Recommendations and Funding Strategies

Initial Value of Contract: $170,000 Final Value of Contract: $170,000

Was the work performed timely: ✓ Yes ___ No

Was the work performed to acceptable quality standards: ✓ Yes ___ No

Would you enter into a contract with the Consultant in the future? ✓ Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ✓ Yes ___ No

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the Consultant: 0

If you responded no to any of the above, please provide details:

N/A

Name of Public Entity/Company: City of Dania Beach
Name of Individual completing this form: Eric Brown
Signature: _____ Title: Director of Parks and Recreation
Telephone: 954.924.6800 X3730 Email: ebrown@daniabeachfl.gov
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

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VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Parks and Recreation Master Plan

RFP# 2021-12-012

Name of Proposer: Bermello Ajamil & Partners, Inc.

To Whom It May Concern,

The above reference Consultant is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the Consultant is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:
Doral Central Park - Master Planning, Programming, Project Management, Architecture/Design, Interior Design, Landscape Architecture, and CA Services for a 77-acre park.

Initial Value of Contract: $1,106,264 Final Value of Contract: $1,106,264

Was the work performed timely: X Yes ____ No

Was the work performed to acceptable quality standards: X Yes ____ No

Would you enter into a contract with the Consultant in the future? X Yes ____No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work?
X Yes ____ No

Total number of change orders: 8 Were any contractor driven: 8

Number of RFI's submitted by the Consultant: 6

If you responded no to any of the above, please provide details:

Name of Public Entity/Company: EXP
Name of Individual completing this form: Eugene Collings-Bonfill
Signature: Eugene Collings-Bonfill Title: Vice President - Municipal and Bond Engineering Services

Telephone: 305.213.9969 Email: eugene.collings-bonfill@exp.com
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

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POMPANO BEACH CITY WIDE PARKS MASTER PLAN

Pompano Beach, FL



Elks Club Master Plan



Burrie Community Center Master Plan



North Pompano Beach Park Master Plan

DATE COMPLETED: 2017

Project Description

BA was contracted by the City of Pompano Beach, Florida to carry out a City Wide Parks Master Plan. The BA Team included Ballard*King & Associates. Working in close cooperation with the City of Pompano Beach Parks, Recreation and Cultural Arts Department the BA Team carried out a parks existing conditions analysis, a parks and recreation needs analysis, identified park and recreation improvements and new facility needs.

The existing conditions of all forty-one City parks were evaluated and recommendations for improvements were made. Based on the Recreation Needs Assessment, the need to provide a new community center to serve an existing community was identified. An analysis of available sites for the location of the community center was carried out and a preferred site was recommended. Projects were prioritized. Early action projects include the new community center, the conversion of baseball fields to rectangular fields for soccer and football; and the expansion of McNair Park on the west side of the City. The project also included recommendations for the future long term development of an aquatic center to serve the Pompano Beach community.

HALLANDALE BEACH CITY WIDE PARKS MASTER PLAN

Hallandale Beach, FL



Chaves Lake Park



South City Beach Park



GI Park

DATE COMPLETED: 2012

Project Description

Led by BA and Ballard*King & Associates, the team was chosen to carry out this City Wide Parks Master Plan. The planning process was organized around a series of community workshops geared to gather input from all sectors and areas of the community.

A rigorous Recreation Needs Analysis was undertaken to evaluate passive and active recreation needs. An evaluation of existing park facilities and recreational programs provided the basis to compare how identified needs were being met, and the issues and opportunities available.

An overall strategy for parks' improvements was developed: Specific Park Improvement Plans were provided for each of the City's 14 parks; needs for new facilities were identified; and cost analyses for each individual park were prepared and organized into a Phased Investment Plan. The resulting Capital Improvements Plan provided the framework for the short and longterm investments needed to improve parks and recreation facilities in the City of Hallandale Beach.

DANIA BEACH CITY WIDE PARKS MASTER PLAN

Dania Beach, FL



P.J. Meli Aquatic Center Master Plan



Chester Byrd Park Master Plan



C.W. Thomas Park Master Plan

DATE COMPLETED: 2019

Project Description

The City of Dania Beach commissioned BA to prepare a Comprehensive City-Wide Parks Master Plan. The BA Team provided a comprehensive plan that addressed Needs Assessment, Management, Recreation Programs and Services Recommendations and Funding Strategies. BA reviewed existing conditions of twelve parks and gathered extensive community input throughout different sectors of the City. Each park had specific concerns and issues with common themes including: upgrading facilities, providing water-related uses, create walking areas, providing indoor spaces/activities, adding shade and accessibility. In addition, more detailed Individual Master Plans and cost estimating were provided for six major parks in the City.

CITY OF MIAMI BEACH CITY WIDE PARKS MASTER PLAN

Miami, FL











Project Description

Bermello Ajamil & Partners, Inc. (BA) developed the Citywide Parks Master Plan for the City of Miami Beach which called for improvements to 6 of the City's parks and facilities: North Shore Open Space, North Shore Park, Lummus Park, South Pointe Park and a maintenance yard.

BA carried out a Parks and Facilities Needs Assessment and evaluated the conditions and recreational uses of each park in order to arrive at a list of required improvements. This project was carried out with extensive community involvement in order to incorporate in the Master Plan the community's needs and preferences. Subsequently, BA also acted as the owner's representative in construction and budgetary issues relating to the work performed by consultants on the City's remaining 15 parks.

MIAMI SHORES CITY WIDE MASTER PLAN & RECREATION CENTER PROGRAMMING

Village of Miami Shores, FL





DATE COMPLETED: 2018

Project Description

BA in partnership with Ballard*King & Associates were contracted by Miami Shores to carry out a complete feasibility study for a potential new community center. The project methodology for the identification of needs followed the recreation and leisure participation standards as produced by the National Sporting Goods Association and the National Endowment for the Arts. These addressed a summary of the basic demographic characteristics of the identified service area; comprehensive user driven market analysis; a statistically valid community survey, as well as community meetings to gain community input regarding the project. The statistically valid survey was administered by ETC/ Leisure Vision, a professional survey firm.

BA addressed the design portion of the project. An evaluation of the existing facility and its cost to update was carried out with the outcome being that the benefit/cost to remodel was not favorable. A site analysis was carried out and from the program developed through the community driven process, BA generated a number of building organization concepts.

DORAL CENTRAL PARK

Doral, FL







DATE COMPLETED: Est. 2024

Project Description:

The City of Doral awarded BA the Doral Central Park project in April 2020 and BA worked with our proposed cost estimating subconsultant on this RFP, the Bosch Group, to design this 77-acre world-class park. It includes a state-of-the-art recreation center, competition, and recreational aquatics center, amphitheater, sensory playground, nature area, ball fields, tennis, basketball, and volleyball courts, lake activities, skate park and pump track, parking, and a wide range of dynamic active and passive open spaces. The main building components located at the west entrance to the park main entrance of the park include the 70,000 s.f. recreation and aquatics centers, bringing a level of services and amenities for both programs second to none in South Florida. The 2-story recreation center included a wide range of meeting, child watch, silver club, cooking, indoor playground, and multi-purpose rooms with 3 areas dedicated for fitness, a large multi-use gymnasium, lockers, 2 café areas, and an indoor running track that circles the entire building including over the main entry.

The competitive aquatic area included a 50 Meter x 25 Yard Competition Pool and a secondary 8-Lane 25 Yard Training Pool. The recreational side is inclusive for all age groups with a sloped entry wading pool, leisure pool, lazy river, and waterslides. Both areas have full support areas for guests and operations.

TRUMAN WATERFRONT PARK & COMMUNITY CENTER MASTER PLAN

Key West, FL







DATE COMPLETED: 2018

Project Description

BA was commissioned by the City of Key West to develop an overall master plan for this 23-acre waterfront site adjacent to the historic Fort Zachary Taylor Park and Naval Base.

Working with the City, the community, and adjacent neighborhoods, BA developed an overall plan which would attract both local residents and visitors to the waterfront. The entire development of the Truman waterfront was envisioned as a water related, park-like environment where the City will enjoy revenue from various commercial components would assist in the expenses of maintaining a world-class park.

The park master plan incorporates a redesigned 50-foot-wide waterfront pedestrian promenade, a pedestrian bridge to span Admiral's Cut, an open air amphitheater, a renovated Navy Generator Building to be reused as a restaurant, historical museum and public restrooms, an interactive water feature with two adjacent shaded playgrounds, an exercise trail with outdoor exercise stations, and a 35,000-SF recreation center with an adjacent synthetic turf multi-purpose athletic and event field.

DORAL TRIANGLE PARK & CULTURAL ARTS COMMUNITY CENTER

Doral, FL







Project Description

The Doral Triangle Project consists of the design of a 12,500-SF cultural arts center and surrounding park space for the 1.44-acre triangle shaped parcel located in Downtown Doral. As the Project Architect, BA prepared two (2) alternative conceptual designs, opinions of probable cost for each and presented them at a public workshop. The building includes space for a lobby and visitor center, cultural arts room, multi-purpose room and reading room.

The project required the full integration of the proposed cultural arts center building into the overall proposed and existing park design, so both building and park complement and enhance the overall experience of Downtown Doral. The architecture creates a modern statement thru overall vernacular shape, massing, fenestration and materials giving it its own identity, while complementing the adjacent City Hall. The design of the exterior spaces provides an aesthetically pleasing physical connection to the existing Downtown Doral Park and shall include sidewalks, furniture, landscape, irrigation and suggested locations for public art.

SULLIVAN PARK

Deerfield Beach, FL

2017 Project of the Year ASCE Florida- Broward County Branch







DATE COMPLETED: 2016

Project Description

Bermello Ajamil & Partners, Inc. (BA) developed alternative master plan concepts for an existing 3 acre, underutilized waterfront park. A primary goal of the park master plan was to provide an interactive program for visitors. The approved development program for the revitalized park included two playgrounds, a restroom pavilion, picnic shelters, an interactive water feature, a 15-foot-wide waterfront promenade and a new stair tower to connect the site to the bridge leading over to the City's beach front area. Since the City had limited intracoastal waterfront access, one of the primary goals for the park's redevelopment was to increase public access to the water. This was accomplished by incorporating a small marina along the north shoreline of the park and a floating dock along the east shoreline for safely launching paddle boards and kayaks into the water.

OTHER PARK PLANNING & DESIGN EXPERIENCE

PROJECT NAME	LOCATION	DESCRIPTION	COMPLETED	CLIENT
Dania Beach City Wide Parks Master Plan	Dania Beach, Florida	Parks Master Planning, Needs Assessment, Recreation Programs, Funding, Public Involvement, Park Designs, Cost Estimating	2020	City of Dania Beach
Pompano Beach City Wide Parks Master Plan Update	Pompano Beach, Florida	Parks Master Planning, Landscape Architecure, Cost Estimating	2017	City of Pompano Beach
Miami Shores City Wide Master Plan & Recreation Center Programming	Village of Miami Shores, Florida	Master Planning, Architecture, Programming, Cost Estimating, Public Outreach	2017	Village of Miami Shores
Pompano Beach City Wide Parks Master Plan	Pompano Beach, Florida	Master Planning, Landscape Architecture, Cost Estimating	2013	City of Pompano Beach
Miami Beach City Wide Parks Master Plan	Miami Beach, Florida	Architecture, Master Planning	2006	City of Miami Beach
Miami Springs Senior Center	Miami Springs, FL	Architecture, Landscape Architecture, Civil Engineering	2020	City of Miami Springs
Hallandale Beach City Wide Parks Master Plan	Hallandale Beach, Florida	Master Planning, Architecture, Landscape Architecture, Cost Estimating & Public Outreach	2013	City of Hallandale Beach
Miami Springs Aquatic Center	Miami Springs, FL	Preliminary Design, Community Presentations, Community Surveys, Design Criteria Package, Bidding Phase, Owner's Representative Services	2016	City of Miami Springs
Les Salines Waterfront Master Plan	Port Louis, Mauritius	Master Planning, Marina Design, Architecture, Landscape Architecture	On-going	Port Louis
Truman Waterfront Park Master Plan	Key West, Florida	Master Planning, Architecture, Landscape Architecture, Civil Engineering, Environmental Engineering, Public Outreach, Construction Administration	2018	City of Key West
Sullivan Park Master Plan	Deerfield Beach, Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Cost Estimating, Public Outreach, Civil Engineering, Construction Administration	2017	City of Deerfield Beach
Doral Central Park Master Plan	Doral, Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Cost Estimating, Construction Administration	On-going	City of Doral
Doral Cultural Center	Doral Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Cost Estimating, Construction Administration	On-going	City of Doral
Snake Creek Pedestrian Trail	North Miami Beach, Florida	Master Planning	On-going	City of North Miami Beach
McNair Park	Pompano Beach, Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Cost Estimating, Public Outreach, Construction Administration	On-going	City of Pompano Beach
Cagni Park	North Miami, Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Cost Estimating, Public Outreach, Construction Administration	On-going	City of North Miami
Matheson Hammock West Boardwalk Recreation Trail	Miami	Master Planning, Landscape Architecture, Permitting, Cost Estimating, Construction Administration	On-going	Miami Dade County Parks and Recreation
Homestead Sports Complex Master Plan	City of Homestead	Master Planning, Architecture, Engineering	On-going	City of Homestead

OTHER PARK PLANNING & DESIGN EXPERIENCE

PROJECT NAME	LOCATION	DESCRIPTION	COMPLETED	CLIENT
Pinecrest Community Center Master Plan	Village of Pinecrest, Florida	Master Planning, Architecture, Landscape Architecture, Schematic Design and Construction Administration	2014	Village of Pinecrest
Pompano Beach, 31st Avenue Collier City Park Master Plan	Pompano Beach, Florida	Master Planning, Architecture, Drainage,Transportation, Traffic Study	2013	City of Pompano Beach
Scavo Park Master Plan	Hallandale Beach, Florida	Master Planning, Architecture, Landscape Architecture, Public Outreach, Construction Management, Cost Estimating, Permitting, Civil Engineering	2014	City of Hallandale Beach
B.F. James Park and Aquatic Center Master Plan	Hallandale Beach, Florida	Master Planning, Architecture, Landscape Architecture, Public Outreach, Construction Management, Cost Estimating, Permitting, Civil Engineering, LEED Certification	2014	City of Hallandale Beach
South City Beach Park Master Plan	Hallandale Beach, Florida	Master Planning, Architecture, Landscape Architecture, Public Outreach, Construction Management, Cost Estimating, Permitting, Civil Engineering	2015	City of Hallandale Beach
George Brummer Park Master Plan	Pompano Beach, Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Engineering, Construction Administration	2011	City of Pompano Beach
Doral Meadows Park Master Plan	Doral, Florida	Master Planning, Architecture, Landscape Architecture, Cost Estimating, Construction Administration	2008	City of Doral
Losner Park Master Plan	Homestead, Florida	Master Planning, Architecture, Landscape Architecture	2011	City of Homestead
Morgan Levy (Doral Park) Master Plan	Doral, Florida	Master Planning, Architecture, Landscape Architecture, Permitting, Construction Administration	2007	City of Doral
Village of Palmetto Bay Downtown Urban Village (DUV) Master Plan	Palmetto Bay, Florida	Master Planning, Form Based Code	2016	City of Palmetto Bay
Channelside Master Plan	Tampa, Florida	Landscape Architecture, Architecture, Urban Design	2014	Port Tampa Bay
New Orleans Neighborhoods Rebuilding Plan	New Orleans, Louisiana	Neighborhood Master Plan Hurricane Reconstruction	2007	City of New Orleans City Council/Lambert Advisory
St. Petersburg Pier Master Plan	St. Petersburg, Florida	Master Planning, Architecture, Landscape Architecture, Marine Engineering, Master Planning, Structural Engineering	2010	City of St. Petersburg



Sullivan Park Master Plan, Deerfield Beach, FL





CASE STUDY OF SUCCESSFUL PUBLIC INPUT PROCESS

Joseph Scavo Park Master Plan

The renovation of an existing 7.25-acre community open space was challenging for design professionals, municipal staff and community leaders. The residents were very specific during the master planning process that they desired the park to remain passive with limited active recreation opportunities. A compromise was brokered which permitted the inclusion of limited recreation uses including a basketball court, covered playgrounds and restroom facility within the park boundaries. An extensive tree management plan was necessary in order to create open lawn areas for passive play as well as an organizational tool for walkway alignment. Of particular interest in the development of the park was the inclusion of dog park areas within the park, while at the same time local ordinances prohibited dogs in parks. Particular care and consideration was used during the site planning process to provide functional access that was acceptable to all.

Our firm managed the varying expectations of the stakeholders by:

Nearby Residents
- Conducting neighborhood workshops for public input

Administration
- Conducting monthly meetings with City staff for updates and project progress

Elected Officials
- Met with local council member to review plan and program

THE OUTCOME

- Sited dog parks and pedestrian access to reduce impact on park and maximize open spaces
- Located recreational facilities away from residential rear yards to minimize impact on neighbors.

STAKEHOLDERS INVOLVED IN EACH PROJECT:

- City of Hallandale Beach Parks and Recreation Department
- Nearby residents

DESIGN PROCESS:

- Developed various options based on BA Master Plan
- City staff selected preferred option

EVOLUTION OF DESIGN:

- Selected option developed to 100% construction documents

DESIGN CHALLENGES AND SOLUTIONS:

- Incorporate multiple dog parks into site plan and reduce impact on park users - solution, located dog parks on frontage sidewalk
- Required to utilize extensive existing tree planting on site - solution, relocate trees to create open spaces for recreation

BEAUTIFUL MASTER PLAN + HAPPY STAKEHOLDERS = SUCCESS!

FIRM BACKGROUND & EXPERIENCE

SOUTH CITY BEACH PARK
Hallandale Beach, Florida



NORTH SHORE PARK
Miami Beach, Florida



INTRACOASTAL PARKS
Sunny Isles Beach, Florida



JOSEPH SCAVO PARK
Hallandale Beach, Florida



BF JAMES PARK & AQUATIC FACILITY
Hallandale Beach, Florida



MIAMI SPRINGS AQUATIC FACILITY
Miami Springs, Florida



DORAL MEADOWS PARK
Doral, Florida



SULLIVAN PARK
Deerfield Beach, Florida



2017 Project of the Year ASCE Florida - Broward County Branch

MARGARET PACE PARK
Miami, Florida



Society of American Registered Architects, Design Award, 2003

PEACE WATERFRONT PARK
Aventura, Florida



MCNAB PARK
Pompano Beach, Florida



GEORGE BRUMMER PARK
Pompano Beach, Florida



FIRM BACKGROUND & EXPERIENCE

Subconsultant Experience

BALLARD KING & ASSOCIATES

Parks & Recreation Master Planning Experience

B*K forms a consulting team that provides a variety of pre-and post-design services for Clients who are considering the development of a sports, recreation, aquatic, park, or wellness facility. From pinpointing specifics to broad visions, B*K provides services to ensure the long-term success of your project. B*K has built their reputation on telling Clients what they need to hear in order to make sound decisions.

B*K offers a broad range of services integrated into a design team or contracted independently. Ballard*King & Associates is a firm that is well qualified to provide extensive expertise with this aspect of the master plan. Some of their services include recreation master plans, feasibility studies, operations analysis, maintenance cost estimates, revenue projections, staffing levels, budgeting, marketing plans, and third-party design review. B*K staff members, as parks and recreation professionals in the field and as consultants, have worked with several communities across the country in developing marketing strategies and plans for recreation services and facilities. We believe strongly that this is the key to a successful parks and recreation master plan.

By bringing practical, proven experience to a project they can accurately represent the Client's best interests. B*K has a keen awareness of the impact a park, sports, or recreational facility has on a community and subsequently the entity that operates it. Thanks to their extensive field experience, they are able to provide assistance with practical tools, an uncommon ability to see the overlooked and view your project from a wealth of expertise and knowledge.

Teamwork is a core aspect of their firm. They work together ensuring all Clients are receiving the wealth of knowledge the B*K team brings. The success of any project begins with an integrated, mutually valued approach to the individual needs and goals of each Client. Thus, they team with you and for you. First and foremost to B*K is their reputation of being a company of strong ethical character. Their top concern is their Client's best interests and their approach is always honest and down-to-earth. They aim to help each Client see the full potential of their project by providing trustworthy services to achieve their goal.

FIRM BACKGROUND & EXPERIENCE

Subconsultant Experience

BALLARD KING & ASSOCIATES

Florida Parks & Recreation Master Plan Experience

Ballard*King & Associates has completed over 60 parks and recreation master plan studies across the United States. Below is a select list of projects that B*K has been involved with in the State of Florida.

- Cape Coral Parks and Recreation Master Plan, Cape Coral, FL
- Core Communities-Tradition Parks & Recreation Master Plan, Port St. Lucie, FL
- Doral Parks and Recreation Master Plan, Doral, FL
- Ft. Lauderdale Parks and Recreation Master Plan, Ft. Lauderdale, FL
- Hallandale Beach Parks & Recreation Master Plan, Hallandale Beach, FL
- Hillsborough County Master Plan for Conservation Lands, Tampa, FL
- Miami Recreation Master Plan, Miami, FL
- North Port Parks and Recreation Master Plan, North Port, FL
- Orlando Parks & Recreation Strategic Plan, Orlando, FL
- Pompano Beach Parks and Recreation Master Plan, Pompano Beach, FL
- Sarasota City Parks and Recreation Master Plan, Sarasota, FL
- Sarasota County Parks and Recreation Master Plan, Sarasota, FL
- Tamarac Parks and Recreation Master Plan, Tamarac, FL



Neighborhood Park, Pompano Beach, FL



Morgan Levy Park, Doral, FL



Morgan Levy Park, Doral, FL

FIRM BACKGROUND & EXPERIENCE

Subconsultant Experience

BALLARD KING & ASSOCIATES

National Parks & Recreation Master Plan Experience









- Addison Parks & Recreation Master Plan, Addison Park District, IL
- Albemarle County Community Recreational Needs Assessment Study, County of Albemarle, VA
- Brunswick Parks and Recreation Master Plan, Town of Brunswick, ME
- Clear Creek Metro Recreation District Master Plan, Clear Creek Metro Recreation District, Idaho Springs, CO
- Eastern Rio Blanco Recreation Master Plan, Easter Rio Blanco Parks & Recreation District, Meeker, CO
- Emporia Master Plan, City of Emporia, KS
- Eureka Parks and Recreation Master Plan, City of Eureka, MO
- Flagstaff Parks Recreation & Open Space Master Plan, City of Flagstaff, AZ
- Gilbert Parks & Recreation Master Plan, Town of Gilbert, AZ
- Goodyear Parks & Recreation Master Plan, City of Goodyear, AZ
- Lenexa Parks and Recreation Master Plan, City of Lenexa, KS
- Longmont Parks and Recreation Master Plan, City of Longmont, CO
- Marana Parks and Recreation Master Plan, City of Marana, AZ
- Moore Parks and Recreation Master Plan, City of Moore, OK
- North Fork Pool, Park & Recreation District Master Plan
- Overland Park Parks & Recreation Master Plan, City of Overland Park, KS
- Pomona Parks and Recreation Facilities Master Plan, City of Pomona, CA
- Pottawattamie County-Wide Parks, Recreation and Leisure Facilities Inventory and Needs Assessment - Iowa West Foundation, Pottawattamie County, IA
- Queen Creek Parks and Recreation Master Plan, City of Queen Creek, AZ

FIRM BACKGROUND & EXPERIENCE

Subconsultant Experience

BALLARD KING & ASSOCIATES

National Parks & Recreation Master Plan Experience







- Recreation District No. 1 Strategic Plan, Recreation District No. 1 of St. Tammany Parish, Mandeville, LA
- Rochester Recreation Master Plan, City of Rochester, NH
- St. Charles County Strategic Plan and Recreation Center Study, St. Charles County, MO
- Surprise Parks and Recreation Master Plan, City of Surprise, AZ
- Timnath Parks, Open Space and Trails Plan, Town of Timnath, CO
- Tualatin Hills Park & Recreation District Comprehensive Plan, Tualatin Hills Park & Recreation District, Beaverton, OR
- Washington D.C. Parks & Recreation Master Plan, District of Columbia
- North Fork Pool, Park & Recreation District, Hotchkiss, CO
- Oak Park Master Plan, City of Oak Park, IL
- Wentzville Parks and Recreation Master Plan, City of Wentzville, MO
- West Ouachita Recreation District Master Plan, West Ouachita Recreation District, Monroe, LA
- West Sacramento Parks Master Plan Implementation Strategy, Sacramento, CA

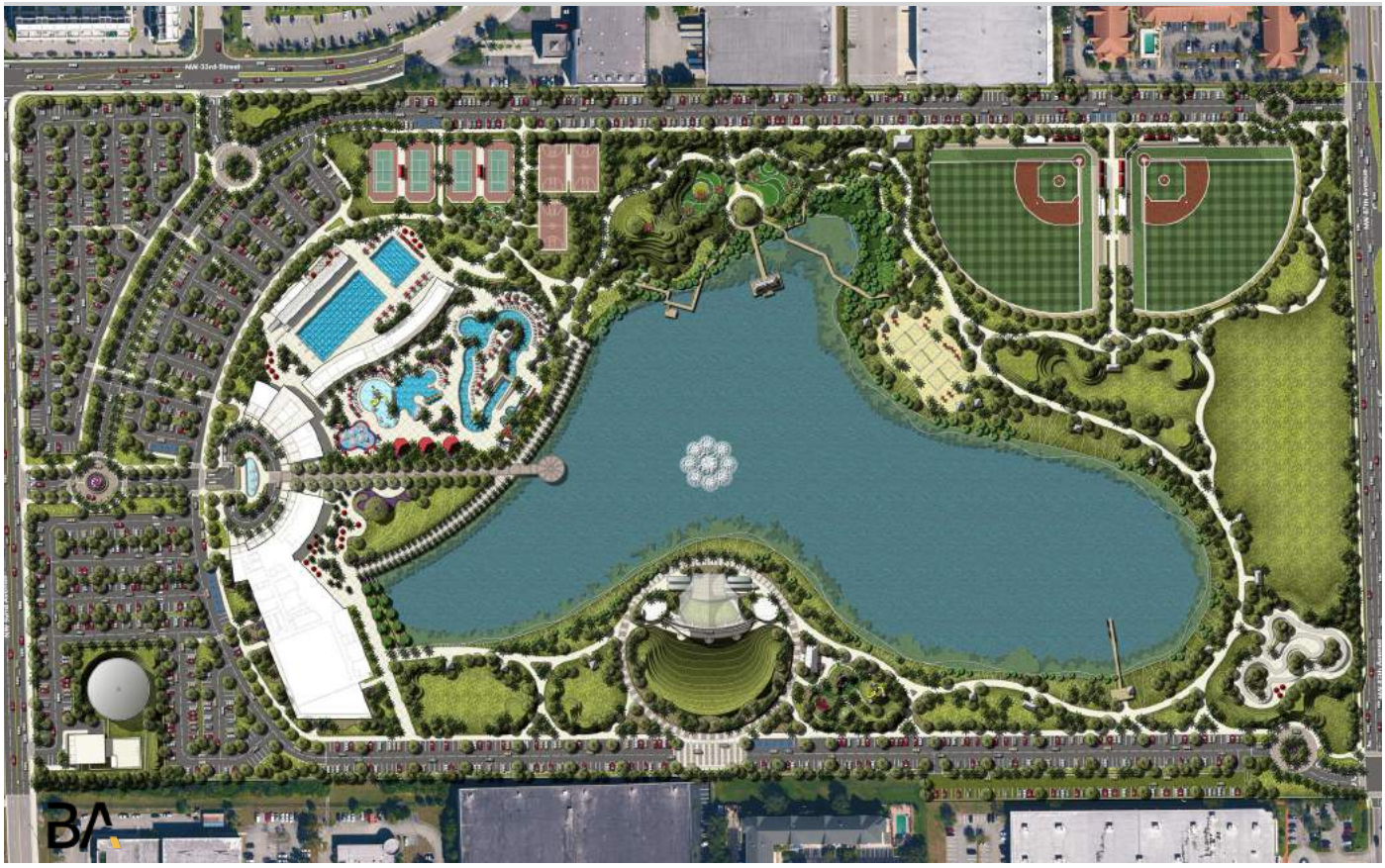
FIRM BACKGROUND & EXPERIENCE

Subconsultant Experience

The Bosch Group

DORAL CENTRAL PARK

Doral, Florida



DATE COMPLETED: Est. 2023

The Bosch Group teamed up with Bermello Ajamil & Partners to provide Cost Estimating Services to the Doral Central Park project in April 2020, to design a series of world-class amenities including a state-of-the-art recreation center, competition, and recreational aquatics center, amphitheater, sensory playground, nature area, ball fields, tennis, basketball, and volleyball courts, lake activities, skate park and pump track, parking, and a wide range of dynamic active and passive open spaces that encompasses 77 acres. The main building components, celebrated at the main entrance to the park is the 70,000 s.f. the recreation center and aquatics center, bringing a level of services and amenities for both programs second to none in South Florida. The 2-story recreation center included a wide range of meeting, child watch, silver club, cooking, indoor playground, and multi-purpose rooms with 3 areas dedicated for fitness, a large multi-use gymnasium, lockers, 2 café areas, and an indoor running track that circles the entire building including over the main entry.

TAB 3

FIRM APPROACH



GENERAL APPROACH AND PHILOSOPHY TO COMPREHENSIVE MASTER PLAN PROJECTS

In it's history, BA has obtained significant experience in the development of all types of master planning. Specifically related to municipal parks and recreation systems, BA has developed a unique method of fully understanding the complexity of a truly significant park system that offers specific services and facilities, including their operations, in line with the wants and needs of the Village, it's constituents, elected-officials and staff members. BA maintains a proven track record of working with municipal parks and recreation departments, like the Village of Palmetto Bay's, in identifying the correct facilities, new services and programs, and funding mechanisms to transform their existing system. These are then coupled with the new facilities and programs that come together as a single-comprehensive parks and recreation system.

In the case of the Village of Palmetto Bay Parks and Recreation Master Plan, BA's unique approach involves some integrated elements that compose a comprehensive system:

A comprehensive parks and recreation master plan integrates all of these elements into a long-term living/adaptable working document, which responds to the Village community's preferences and provides clear options for Village Council's decision-making.

1	Needs assessment that includes demographics, user preferences and recreational trends
2	Overarching urban planning regulatory requirements and accepted Level of Service (LOS) requirements
3	The delivery of the recreation product that includes programs and equitable user access
4	The availability of facilities to meet the recreation demand and in the case of existing facilities their conditions
5	Physical accessibility of users to the facilities that includes geographical distribution, pedestrian, bicycle, vehicular and public transportation access
6	The cost to construct these facilities and inclusion in the CIP
7	The source of funds and equitable contributions of cost
8	The operations and maintenance costs associated with the identified investments
9	The guidance of management activities of the recreation system.

It is essential to engage the community, Village staff, and Council at every step of plan preparation. Community input will be gathered at numerous critical points, keeping Village Council members informed throughout the integrative process. At critical milestones, updates will be provided, mapping out key decision-making action to be considered in the natural progression through BA's process.

A comprehensive parks and recreation master plan is about capturing the united vision of a whole community. The interest and support of the entire community will be considered and serve as the foundation for the unique vision of the Village of Palmetto Bay. All technical analysis and input will be combined with BA's professional expertise, ensuring that the future master plan is consistent and implementable. Where a specific and detailed conceptual design may be required to convey particular community ideas, BA will provide conceptual park designs, as part of the parks and recreation master plan. These graphic presentations must be clear, beautiful, informative, and an accurate portrayal of the Village's intent for their park facilities. Above all, an involved community who offers full and near-unanimous support is imperative for the Park and Recreation Master Plan to succeed.

PROJECT UNDERSTANDING

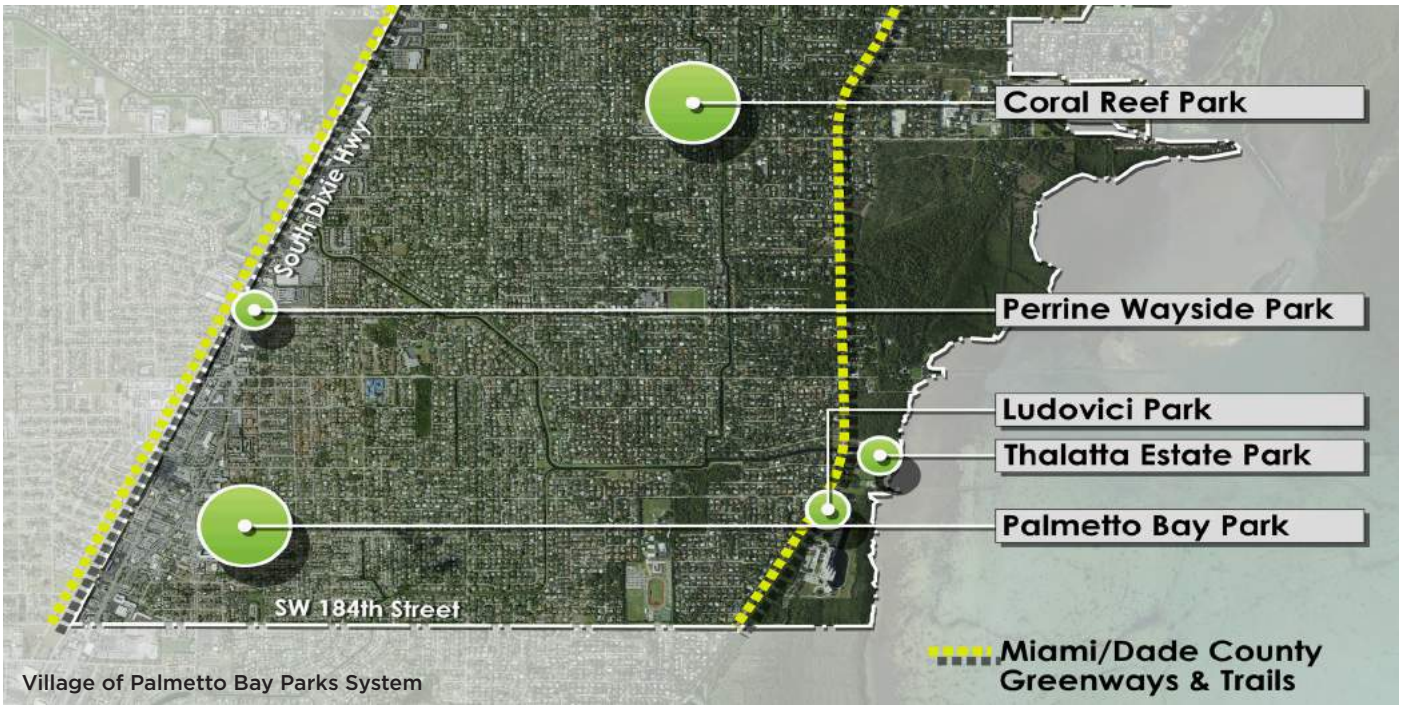
The Village of Palmetto Bay Parks and Recreation Master Plan (PRMP) will be a guiding document that provides a comprehensive evaluation of the Village's existing parks and recreation system, and recommendations for the implementation, funding and operations of new facilities/programs. At a minimum, the plan will address existing facilities; the potential provision of new parkland and facilities; programs and services; accessibility to parks; maintenance and operations; and administration and management.

The PRMP will strongly emphasize assessing current recreation programs and funding practices/sources. By understanding the needs and demands for future recreation programs and services, BA is best situated to identify new resources and the necessary funding mechanisms that may be required to implement the master plan.

The Master Plan will be community-driven, shepherded by the Parks and Recreation Department, responsive to Elected Officials and Village departments' contributions, and arrived at through the organizational and creative process provided by the BA Team.

The Needs Assessment is paramount to the success of any Parks and Recreation Master Plan. Public outreach to obtain expressed community recreation needs, both overall and at individual facilities, is a cornerstone of the process. The Village's demographics, levels of service and local and national recreational trends will shape the PRMP process. Anticipated outcomes of the PRMP process shall meet present and future levels of service based on population growth, population characteristics and potential changes in parks programming.

BA will **organize the process, understand present conditions, respond to needs, address recreation program needs, and, where appropriate, create a physical vision of proposed improvements.** Cost analyses will be generated for all proposed improvements and actions that are recommended as part of the master plan. The PRMP will provide a roadmap for phased project investment separated by existing and potential new parks and facilities across a five, ten, and fifteen year horizon. Projects will be prioritized based on community preferences and available funding.



Village of Palmetto Bay Parks System

BA will visit and evaluate each of the Village's parks to identify existing conditions of the sports venues, buildings, structures and identify opportunities for improvements. As part of the evaluation, BA will evaluate the maintenance and upkeep of the facilities. BA will study the existing parkland's ability to accommodate additional recreation uses/structures, or their enhancement and preservation as open space within the urban context emphasizing accessibility. Where possible, real-time input from park users may be collected during the evaluation visit. To augment this analysis, a photographic record of each park will be collected and included with an assessment of each park's conditions. For each park, the report will include an orthographically projected aerial photo depicting the activities and boundaries of the park.



Berns Park, Tampa, FL

Any relevant guiding documents and regulations, recently published by the Village will be incorporated into the development of the plan. Community vetted design program additions identified in recent Village Council Resolutions will form the individual parks Master Plan base. Palmetto Bay Park, Coral Reef Park, Ludovici Park, Thalatta Residence Park, and Perrine Wayside "Dog Park" have Council resolutions identifying Master Plan program elements.

The Master Plan will be incorporated into the Village's Five Year Capital Improvements Plan and integrated with identified revenue sources. In addition, it will be reflective of the Village's Comprehensive Plan, its goals, and objectives. Finally, and of utmost importance, BA will present the PRMP for adoption by the Village of Palmetto Bay Council.

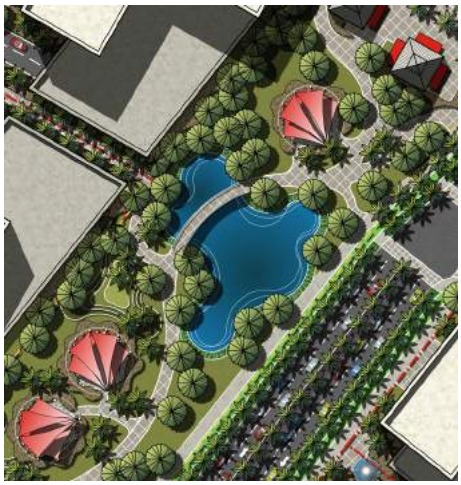
OUTREACH/ PUBLIC ENGAGEMENT

A crucial component of the Master Plan process will be the comprehensive public participation program to ensure that the Master Plan reflects the needs and interests of the residents of the Village of Palmetto Bay. BA will work closely and develop strategies with Village staff, to establish a successful public involvement project. The Village, in turn, will guide BA through the identification of stakeholders, meetings, and presentations to the community and Elected Officials.

At the project's onset, BA will meet one-on-one with Elected Officials and senior Village staff. In addition, individual one-on-one meetings with the principal providers of recreation activities in the Village will be required to obtain their issues and aspirations first hand. **BA will encourage open participation** and assure the residents, user groups, associations, and other stakeholders take ownership of this plan. BA will provide numerous methods to hear from as many people as possible, including users and non-users of the services and facilities.

BA will act as professional Facilitators with well-organized and directed activities, techniques, and formats to achieve a positive, open, and proactive public participation process. The public participation process will include focus groups, presentations, community workshops, and stakeholder meetings. Specific information about services, use, preferences, and agency strengths, weaknesses, opportunities, and threats will be gathered through the meetings and surveys. BA will aid in building consensus and agreement on the plan and provide information for informed decision-making by the Village Council.

FIRM APPROACH



Les Salines Master Plan,
Port Louis, Mauritius



South City Beach Park,
Hallandale Beach, FL



Margaret Pace Park,
Miami, FL

Committees and Boards - The Village's Parks and Recreation Community Outreach Committee will actively participate in the Master Plan process, reviewing the Master Plan and its progress. Other Village of Palmetto Bay Committees and Boards may include the Neighborhood Protection Committee, Art In Public Places Board, and the Tree Advisory Board. All are anticipated to contribute to the Parks and Recreation Master Plan effort.

With the Village staff, BA will coordinate meeting dates to streamline the process. In addition, BA will reach out to Village neighborhood representatives and associations, businesses, non-profit organizations, public representatives, and agencies. The public, community-based organizations, and institutions will have additional opportunities to be actively involved in the master planning process through several avenues: Staff meetings; Administration/staff workshop meetings, One-on-One meetings with stakeholders.

Digital Media - Community outreach will primarily be carried out through digital media. At the discretion of the Village of Palmetto Bay, the PRMP outreach plan will be coordinated with Village staff to include in the Village's digital media platforms; or new platforms dedicated solely to the PRMP. BA will coordinate with Village staff to include meeting announcements in the Village's web page calendar, https://www.palmettobay-fl.gov/ to advertise the public meetings and the workshops. Digital media announcements will be coordinated on the Village's Facebook page and Twitter page. These are present digital platforms where the Village participates. Announcements in Village's Newsletter to communicate upcoming meetings/workshops and their outcomes will be part of the outreach efforts. At the discretion of the Village, BA will advertise in print media.

Community Survey - BA will prepare and administer a community-wide survey. The survey questions will be prepared in close cooperation with the Village Park and Recreation staff. BA will work closely to ensure that the Village's input, staff, and Elected Officials are consulted to create a survey that best fits the Village's needs. The survey will be easy to follow in plain language and meet all project objectives. The survey will be administered through Multiple Outreach Channels – (e.g., online server, stakeholder focus groups, community events, pop-up sites, neighborhood meetings) to assess community priorities and degree of satisfaction with current amenities and offerings. Survey results will be analyzed neighborhood and Village-wide.

Consultant Communication – Communication and accessibility between BA and Village staff during development is critical to the success of the Master Plan. BA pledges to keep an open line of communication with Village staffing order to maximize the progress of the project. Located in Coconut Grove, BA is within close proximity to the Village of Palmetto Bay and will be available to meet as needed under a mutual agreement with Village staff.

MEETINGS, PRESENTATIONS, AND WORKSHOPS

Outlined are the different meetings/presentations/workshops that are part of our Master Plan proposal. BA proposes a Kick-Off Meeting with Village staff to establish project protocol, discuss Master Plan issues, and coordinate public presentations and one-on-one meetings with stakeholders and Elected Officials. The major milestones of the process will be Visioning Workshop No 1 – Existing Conditions and Community Survey; Visioning Workshop No. 2 - Parks Master Plan/Individual Parks and Building Facilities Master Plan Visioning Workshop No. 3- Final Parks Master Plan; and Presentation to Village Commission. Before any major presentation to the Village Council, there is a staff meeting, a debriefing, and a discussion meeting. BA will provide written records and summaries of the results of all public processes and communication strategies. We will prepare handouts and other media for posting on the Village's website and at community meetings.

Kick-Off Meeting

- Staff Kick-Off Meeting
- One-on-One Meeting with Elected Officials
- Parks & Recreation/Community Outreach Committee Meeting
- One-on-One Stakeholder Meetings
- Meeting with other Village Committees and Boards as needed – Neighborhood Protection Committee, Art in Public Places Board, Tree Advisory Board.

Progress Meeting

Meet with Parks and Recreation leadership team to provide progress reports.

Focus Group Meeting No. 1

Before Workshop No. 1 to obtain input on Existing Conditions/Issues and Opportunities.

Workshop No. 1 Scoping & Existing Conditions/Issues and Opportunities

- Staff Review Meeting
- Vision Workshop No. 1 Analysis of Existing Conditions/Survey Issues and Opportunities
- Village Council Presentation/Workshop

Focus Group Meeting No. 2

Before Workshop No. 2 to obtain input and share ideas on Summary of Needs/Master Plan Options & Selected Parks Conceptual Plans

Workshop No. 2 Summary of Needs/Master Plan Options & Selected Park Conceptual Plans

Before Workshop No. 2 to obtain input and share ideas on Summary of Needs/Master Plan Options & Selected Parks Conceptual Plans

Progress Meeting

Parks and Recreation leadership team to provide progress reports.

Workshop No. 3 Final Master Plan Presentation

- Single Comprehensive Workshop/Village Council Presentation
- Staff Review Meeting

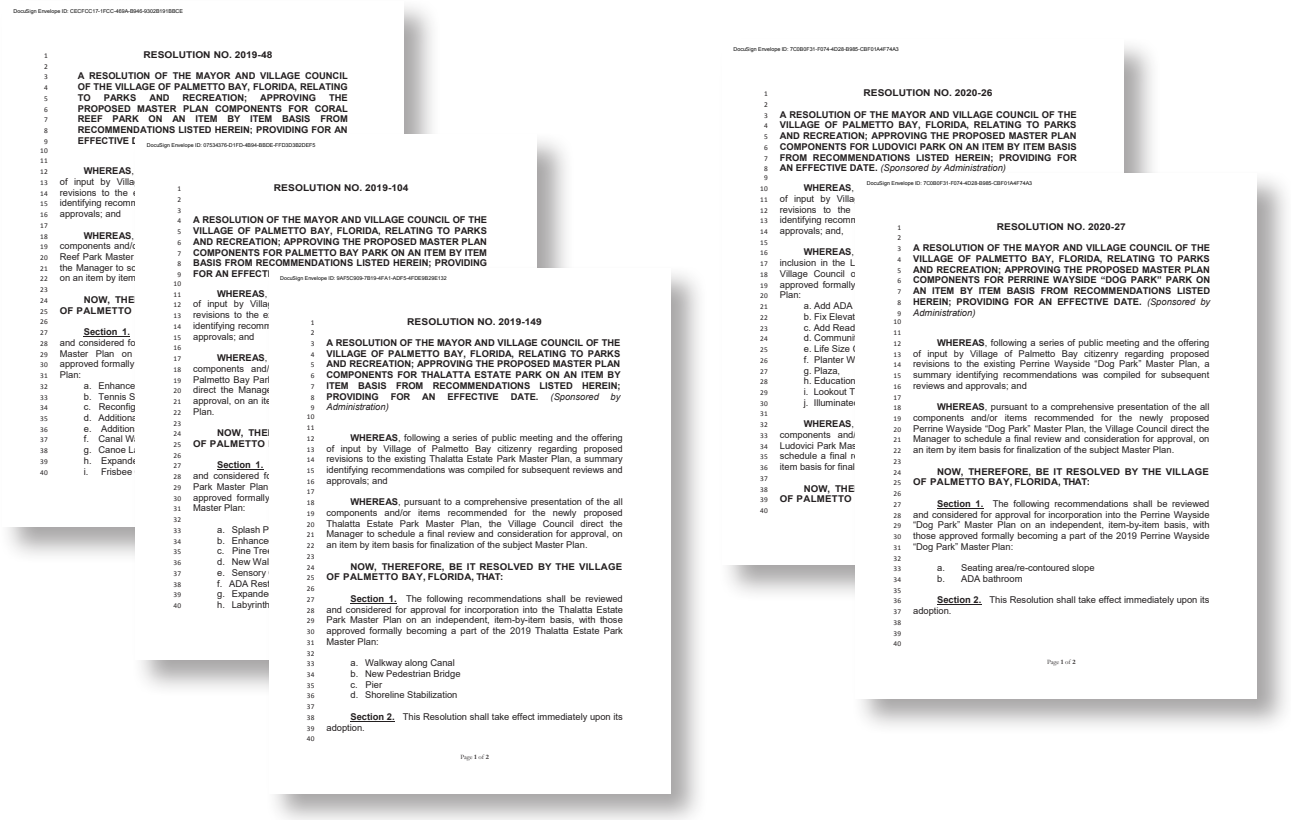
Progress Meeting

Parks and Recreation leadership team to provide progress reports.

Village Council Presentation - Final Master Plan Presentation for Adoption

RESPOND TO VILLAGE RESOLUTIONS (2019-48, 2019-104,2019-149, 2020-26, 2020-27)

Over the course of the last two-years, the Village of Palmetto Bay has conducted a series of public hearings to gather residents and stakeholders to discuss the existing conditions of the Village's parks and obtain guidance as to how they would like to see these facilities improved. As a result of these discussions, the Village Council passed the following resolutions (No. 2019-48, 2019-104, 2019-149, 2020-26 and 2020-27) each of which include recommendations that shall be reviewed and considered for approval within the respective park plans. The resolutions provide a summary of recommendations for new venues and facility improvements at each park.



RESOLUTION NO. 2019-48

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR CORAL REEF PARK ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTIVE [illegible]

WHEREAS, of input by Villa revisions to the identifying recomm approvals; and

WHEREAS, components and/ Reef Park Master the Manager to sc on an item by item

NOW, THE OF PALMETTO

Section 1. and considered fo Master Plan on approved formally Plan:

a. Enhance
b. Tennis S
c. Reconfig
d. Additiona
e. Addition
f. Canal W
g. Canoe Li
h. Expande
i. Frisbee

RESOLUTION NO. 2019-104

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR PALMETTO BAY PARK ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTI

WHEREAS, of input by Villa revisions to the identifying recomm approvals; and

WHEREAS, components and/ Palmetto Bay Parl direct the Manage approval, on an ite Plan.

NOW, THE OF PALMETTO

Section 1. and considered fo Park Master Plan approved formally Master Plan:

a. Splash P
b. Enhance
c. Pine Tre
d. New Wal
e. Sensory
f. ADA Rest
g. Expande
h. Labyrinth

RESOLUTION NO. 2019-149

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR THALATTA ESTATE PARK ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, following a series of public meeting and the offering of input by Village of Palmetto Bay citizenry regarding proposed revisions to the existing Thalatta Estate Park Master Plan, a summary identifying recommendations was compiled for subsequent reviews and approvals; and

WHEREAS, pursuant to a comprehensive presentation of the all components and/or items recommended for the newly proposed Thalatta Estate Park Master Plan, the Village Council direct the Manager to schedule a final review and consideration for approval, on an item by item basis for finalization of the subject Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The following recommendations shall be reviewed and considered for approval for incorporation into the Thalatta Estate Park Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the 2019 Thalatta Estate Park Master Plan:

a. Walkway along Canal
b. New Pedestrian Bridge
c. Pier
d. Shoreline Stabilization

Section 2. This Resolution shall take effect immediately upon its adoption.

Page 1 of 2

RESOLUTION NO. 2020-26

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR LUDOVICI PARK ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, of input by Villa revisions to the identifying recomm approvals; and,

WHEREAS, inclusion in the L Village Council c approved formally Plan:

a. Add ADA
b. Fix Elevat
c. Add Read
d. Communit
e. Life Size
f. Planter W
g. Plaza,
h. Education
i. Lookout T
j. Illuminate

WHEREAS, components and/ Ludovici Park Mas schedule a final r item basis for final

NOW, THE OF PALMETTO

RESOLUTION NO. 2020-27

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR PERRINE WAYSIDE "DOG PARK" PARK ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, following a series of public meeting and the offering of input by Village of Palmetto Bay citizenry regarding proposed revisions to the existing Perrine Wayside "Dog Park" Master Plan, a summary identifying recommendations was compiled for subsequent reviews and approvals; and

WHEREAS, pursuant to a comprehensive presentation of the all components and/or items recommended for the newly proposed Perrine Wayside "Dog Park" Master Plan, the Village Council direct the Manager to schedule a final review and consideration for approval, on an item by item basis for finalization of the subject Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The following recommendations shall be reviewed and considered for approval for incorporation into the Perrine Wayside "Dog Park" Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the 2019 Perrine Wayside "Dog Park" Master Plan:

a. Seating area/re-contoured slope
b. ADA bathroom

Section 2. This Resolution shall take effect immediately upon its adoption.

Page 1 of 2

As part of this Master Plan, BA will follow-up on these resolutions to ensure that they are addressed and acted upon through this process. It will be imperative that the study confirms these recommendations via not only it's own public engagement process and network of workshops, but also via the community surveying and through the identification of market trends in parks and recreation. As they are confirmed, BA will include them as part of the Parks and Recreation Master Plan and provide formal recommendations for their implementation. Where necessary, these recommendations shall include the potential redevelopment of park land and facilities, identifying resources to provide these elements, along with the organizational and operational changes that they require to be successful. A summary table of each resolution is provided on the next page.

Village of Palmetto Bay: In-House Park Master Plan Assessment			
Resolution Number	Title	Recommendations for Approval or Incorporation	
R-2019-48	Coral Reef Park 	» Enhanced Tennis/ Pickleball Courts » Tennis Shops » Reconfigured Entrance on 152nd Street » Additional Volleyball Courts (2) » Canal Feature	» Canoe Launch/Boats/ Storage » Expanded Playground » Frisbee Course » Perimeter Landscaping/ Berm » Nature Education/ Multipurpose Building
R- 2019-104	Palmetto Bay Park 	» Splash Pad » Enhanced Landscaping » Pine Tree Preserve » New Walkway » Sensory Garden » ADA Restroom	» Expanded Rec Building » Labyrinth » Improved Skate Park » New Fence » Expand Basketball Court » Storage
R-2019-149	Thalatta Estate Park 	» Walkway Along Canal » Pier » New Pedestrian Bridge » Shore Stabilization	
R-2020-26	Ludovici Park 	» ADA Bathroom on 2nd Floor » Fix Elevator » Add Reading Benches/ Lights Under Tree Canopy » Community Chalkboard » Life Size Chess	» Planter Wall Barrier on North Property Line » Plaza » Educational Walking Path » Lookout Water » Illuminated Crosswalk » Chain-link Fence in back of Property
R-2020-27	Perrine Wayside Dog Park 	» Seating Area/Re-Contoured Slope » ADA Bathroom	

CONDUCTING THE VILLAGE OF PALMETTO BAY PARKS AND RECREATION MASTER PLAN

The Village of Palmetto Bay Parks and Recreation Master Plan will include the approach elements outlined in the RFP. The BA Team has been organized to address every facet of the Master Plan comprehensibly. From the physical design to the formulation of programs and services, BA will provide detailed analysis and viable implementable programs and designs to address the needs of the Village of Palmetto Bay community. BA will conduct the Master Plan through several steps as follows:

COMMUNITY PROFILE

At the onset, BA will produce a community profile that addresses the demographic composition and growth of the Village, including the following:

- Present levels of service and required lands to meet demographic changes and growth;
- Evaluation of previous and ongoing Village Master Plans;
- Capital Improvements Plan;
- Comprehensive Plan; June 29, 2021, Parks and Recreation Budget Workshop;
- Evaluation of NRPA Recreation Parks and Open Space Standards and Guidelines for Master Plan reference.

COMMUNITY SURVEY

During this initial phase, BA will commence development of the Community Survey. This survey will be utilized to determine current interests, community satisfaction with recreation programs/facilities and identify public priorities. As previously mentioned, the survey questions will be prepared in close cooperation with Parks and Recreation staff and Elected Officials. The survey will be administered through the various public workshops and meetings of the initial phases of the Master Plan process; and to be discussed with Village staff, as well as through the Village's digital media platforms and media. The survey will sample the needs and desires of the Village residents, however, it will not be a statistically significant survey.



Palmetto Bay Park, Palmetto Bay, FL

INVENTORY AND ASSESSMENT: NEEDS

The Inventory and Assessment: Needs section will identify existing park conditions; park and recreation offerings to include resource-based and activity-based resources; present park recreation programming; recreation trends analysis; and community preferences derived from the outreach and survey to paint a picture of what is presently there, what are the trends, what are the needs, propose improvements needed and identify costs and fund resources. Following is a description of each of these evaluations and analyses.

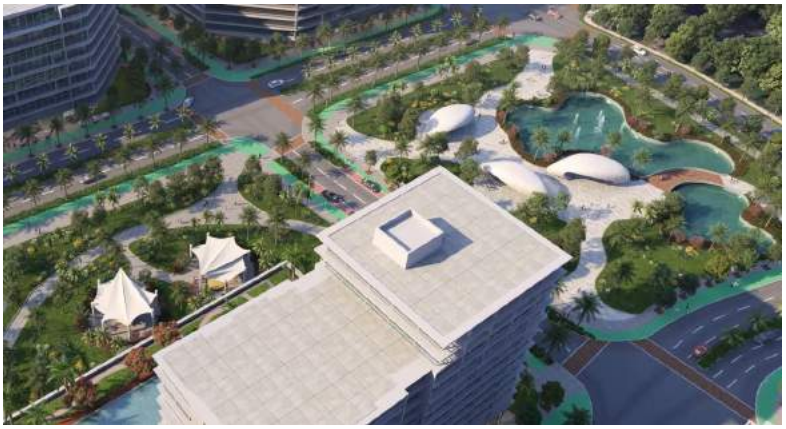
PARKS SYSTEM RESOURCES

BA will provide a comprehensive evaluation and analysis of existing parks in the community. The Inventory and Assessment of Park System Resources will involve evaluating park and recreation physical conditions and other access and management analyses. BA will provide a physical conditions evaluation of each park, open space, greenway, and building facility in the Village of Palmetto Bay. The evaluation will identify, inventory, and rank unique natural and other open space resources, as well.

A summary report will display the data collected and categorize the parks and facilities, identifying deficiencies as evident. An evaluation of the park's surrounding context will be provided. BA will evaluate physical community access to parks, facilities, and services. We will analyze the Village of Palmetto Bay's urban form and neighborhood areas and consider the pertinent park facilities available.

RECREATION PROGRAMS AND SERVICES

Ballard*King & Associates, LTD. (B*K), BA's sub-consultant, will comprehensively analyze how the Village of Palmetto Bay Parks and Recreation Department currently provides recreation programs and services. The analysis will include a gap analysis where possible program deficiencies and strengths are identified. B*K will accomplish this by combining site visits and interviews with key programming staff and reviewing existing program data and information. The gap analysis assessment will be coordinated with the public input findings, industry best practices, and recreation programming trends analysis. This approach will develop a program plan for the Village of Palmetto Bay that will map areas of focus, methods of delivery, and required resources for future recreation programming. An implementation plan specific to recreation programming will then be developed with input from the Village of Palmetto Bay Parks and Recreation Department staff and the project team.



Les Salines Master Plan, Port Louis, Mauritius



Perrine Wayside Park, Palmetto Bay, FL

FIRM APPROACH

Ballard*King & Associates is prepared to provide key aspects of the Parks and Recreation Master Plan for the Village of Palmetto Bay. B*K's work will strongly emphasize assessing current recreation/social service programs and understanding the needs and demands for future recreation programs and services. Along with this, there will be an assessment of current funding practices, sources of funds, and funding levels with future funding mechanisms being evaluated. There will also be a determination of the future resources necessary for the implementation of the master plan.

As part of the BA Team, we intend to have a very hands-on approach to the plan with open, effective communications with the Village's staff and, more importantly, the community. Active involvement and participation from all parties in the process are welcomed and encouraged. We want to be seen as "partners" in the effort to complete a comprehensive plan for parks and recreation.

Recreation Trends Analysis

The Village of Palmetto Bay's geographic and demographic characteristics and unique qualities will be analyzed and measured according to current recreation program development and delivery trends, along with parks and facility development and organizational and operations practices. This analysis will provide a baseline of information for the Village to establish future goals and objectives for parks and recreation.

Recreation Programs Analysis

B*K will complete a comprehensive inventory and analysis of what Palmetto Bay Parks & Recreation currently provides for social services and recreation programs. This inventory will include a gap analysis identifying possible deficiencies or shortcomings and recognizing program strengths. The role of other providers in the market area will also be considered in this analysis. The program analysis will combine site visits and interviews with key programming staff and review existing program data and information.

The current funding mechanisms for recreation programs will be analyzed as well as the existing cost recovery levels. B*K will identify how fees should be allocated for programs and recommend potential changes to how they are set. The cost recovery is calculated while still meeting the affordability goal.



Les Salines Master Plan, Port Louis, Mauritius

Recreation Programming Plan

The inventory and analysis of existing recreation programs will be coordinated with the public input and needs assessment findings, industry best practices, recreation trends analysis, and the mission and goals of the master plan to develop a program game plan for the future. The Recreation Programming Plan will map areas of focus, methods of delivery, and required resources for future recreation programming. It will include the role of other providers and program partners. The program plan will detail future programming goals and areas of emphasis and the required facilities and staffing to implement the plan. The plan will outline specific programming tasks and markets to be served for a five-year period. The required key performance indicators or program metrics will also be identified as a measurement tool for the plan.



Joseph Scavo Park, Hallandale Beach, FL

Funding Analysis

B*K will provide an analysis of existing funding practices, sources of funds, and funding levels for both parks and facilities and recreation programs and services. From this, there will be a projection of the funding levels required to support the master plan goals and objectives relative to anticipated growth, development, and long-term maintenance. There will also be an identification of new or alternative funding sources that might reasonably be developed to supplement existing funding methods and provide funding stability. Finally, a recommended funding strategy that combines and incorporates various funding options and techniques to effectively support and achieve the Master Plan will be established.

COMMUNITY INVOLVEMENT

As part of the process, three major workshops will form part of the community involvement plan and various one-on-one meetings with stakeholders and Elected Officials. These workshops include: Workshop No. 1 (Community Profile, Inventory, and Assessment) to address existing conditions and community characteristics. Workshop No. 2 (Master Plan Options) to address Park System Resources, Recreation Programs, and Services, within five (5), ten (10), and fifteen (15) year Master Plan investments and Programs options. Workshop No. 3 will comprise the presentation of the final Master Plan to the Village Council, including all findings and recommendations identified at each Workshop. This workshop will provide time to obtain their input and acceptance.

MASTER PLAN DEVELOPMENT

Based on the needs analysis, BA will provide specific designs and improvements to parks, including identifying additional parklands to meet future growth demands, in addition to the evaluation of needed programs based on user preferences, local and national trends and standards, and access to programs.

IMPLEMENTATION

There will be a determination of the future resources necessary for the implementation of the master plan. The resources will include: establishing an organizational structure framework and estimated operational budgets that will be required to support the future growth of parks and recreation responsibilities for the Village; the addition of new facilities, programs; the organizational structure requirements would be formulated based on the recommendations established for future parks and recreation services and amenities in the master plan. This information will then be integrated into the overall Action Plan.

SCOPE OF SERVICES TASKS

Task No. 1 Kick-Off Meeting/Stakeholder and Elected Officials Meetings

BA shall attend one (1) meeting with Village staff to develop a shared vision for the project. The purpose of the meeting shall be to review project goals and objectives, projected work schedule, deliverables, project contacts, and communication protocols.

- Hold one-on-one meetings with Elected Officials - BA shall carry out one (1) one-on-one meeting with each of the Village's Elected Officials to obtain their perceptions, ideas, issues, and opportunities for the Parks Master Plan. The Village shall provide BA with a list and contact information for each Elected Official to be included in meetings.
- Hold one-on-one meetings with major stakeholders - BA shall carry out one (1) stakeholder meeting with each identified Village and community stakeholder group/Committee/Board (up to five groups/meetings). These community meetings shall be scheduled to occur within a maximum of one (1) two (2) day period.
- Begin the process of Parks and Recreation Department's Mission, Vision, Objectives and Core Values to be incorporated into the final Parks and Recreation Master Plan

Deliverables: One (1) 8" X 11" black and white PDF of meeting minutes for each meeting with the elected official.

Task No. 2 Inventory and Assessment – Park System Existing Conditions

This task is the basis of the Master Plan, the foundation on which it will be developed. We will take a comprehensive review of demographics; Village growth patterns, urban form, regional recreational opportunities; regulatory context. We will inventory and visit every park, facility, and open space, note its conditions, and identify deficiencies and opportunities for improvement and expansion. The Level of Service Analysis (LOS) will also be an essential product of this task. This comprehensive analysis will provide a reference as to existing conditions and the direction of community change.



McNab Park Botanical Gardens, Pompano Beach, FL

FIRM APPROACH

We will evaluate community access to parks, facilities, and services. Current and anticipated access issues, including barriers to participation, will be identified, and we will make specific recommendations addressing access solutions. We will; establish local planning guidelines and standards for adequate access to recreation facilities and parks (consider appropriate park types, i.e., neighborhood, community, regional, greenways, open space, and parkland corridors). Land-use trends will be identified. Where needed and appropriate opportunities within the existing community for potential park development/land acquisition will be identified



Truman Waterfront Park, Key West, FL

The tasks to be carried out include:

- Review of Present Regulations, Plans, and Policies - Review the Village's existing plans and policies relevant to the Parks and Recreation system and recreational offerings. Review of Village of Palmetto Bay Comprehensive Plan and its Recreation Element, Village of Palmetto Bay- Fiscal Year Budgets,
- Existing Parks and Open Space Conditions Inventory - Visit and compile an inventory and assessment of existing parks, trails, open spaces, and facilities in GIS. Park System Inventory, Natural Resources, Open Spaces Resources Inventory, Identify required needs. We will evaluate the Village present seven Park's:

- Coral Reef Park
- Ludovici Park
- Palmetto Bay Park
- Perrine Wayside (Dog) Park
- Thalatta Estate Park
- Perrine Community House

BA shall also carry out a photographic inventory at each park. Preparing property boundary surveys of any park is not included in this Scope of Services

- Parks Recreation Classification System; Geographic Distribution of Parks and Recreation Resources
- Existing Conditions Analysis - The analysis should consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) as well as functionality, accessibility, condition, comfort, and convenience. We will base the evaluation criteria on the expressed values of the community.
- Community Profile/Demographics - Analysis Population trends and preferences. Identify projected service populations and parkland allocation recommendations within the community boundary based on growth, transportation, and safety;
- Neighborhood Areas Analysis - Prepare an analysis of existing and future neighborhood areas
- Maximizing Use and Connectivity - Identify and evaluate opportunities in the currently underdeveloped or proposed park and open space areas and opportunities to leverage or connect with the adjacent Miami-Dade County and other communities' park and open space agencies. Evaluate community access to parks, facilities, and services; establish local planning guidelines and standards for adequate access to recreation facilities and parks (consider pertinent park types, i.e., neighborhood, community, regional as well as greenways, open space, and parkland corridors)

- Identify opportunities for potential park development/acquisition of land.
- Benchmarking - The assessment will include a comparative analysis of communities of similar size and density regionally and using nationally accepted standards.

Level of Service Standards

- Level of Service (LOS) Analysis; we will identify the LOS for the minimum amount of recreation space required for the community for today and projected for the subsequent ten (10) years of growth.
- The previous analyses and the outreach Workshops and meetings will provide the information necessary to establish the LOS for each park and Village-wide.

Deliverables: Inventory of Village of Palmetto Bay Existing Conditions in both written and electronic format to include: Overall Village Wide Base Map with the required information; Individual Park maps outlining existing conditions of each park; Minutes of staff and other meetings; other information as generated during Task No. 2 Inventory and Assessment

Task No. 3 Inventory and Assessment: Parks System Resources

Provide evaluation and analysis of current management and operations practices giving specific attention to park maintenance and staffing with recommendations pertinent to the future growth of parklands (consideration should be given to parkland classifications), buildings and facilities, and related services. We will identify project cost-effective funding levels necessary to adequately sustain recommended levels of maintenance and service in these areas. NRPA “levels of maintenance standards” will be used to help define recommendations.

Task No. 4 Inventory and Assessment: Recreation Program and Services

Recreation Trends Analysis and Programming Plan

As part of the Master Plan, the B&A Team will complete a comprehensive analysis of how the Village of Palmetto Bay’s Parks and Recreation Department currently provides recreation programs and services. This comprehensive analysis will include a gap analysis identifying possible deficiencies or shortcomings and recognizing program strengths. This task will combine site visits and interviews with key programming staff and review existing program data and information. This assessment will be coordinated with the public input findings, industry best practices, and recreation programming trends analysis to develop a program plan for the Village of Palmetto Bay. This Recreation Programming Plan will map areas of focus,



George Brummer Park, Pompano Beach, FL

methods of delivery, and required resources for future recreation programming. The plan will include Program Objectives; Service Statistics, Program and Service Determinants; and Recreation Trends Analysis. An implementation plan specific to recreation programming will then be developed with input from the Village of Palmetto Bay Parks and Recreation Department staff and the project team.

We will analyze the best possible community and recreation services providers and make recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate.

- Carry out an inventory of available recreation programs, recreation facilities, and related services.
- Conduct a complete inventory of all Village facilities, programs and services, and alternative providers of such in the community.
- Work with staff to evaluate existing levels of recreation program services and determine the adequacy of the "current equitable distribution of recreation service and opportunities" for residents of all ages and income levels.
- Identify specific areas of public need and community interest concerning program types (sports, outdoor, aquatic, cultural arts, special events, fitness, etc.) and populations served (children, teens, adults, senior, family, disabled). Include issues of ethnic diversity.
- Analyze and discuss access and opportunity to participate in programs and services concerning daily/ weekly time- frames and schedules, seasonal adjustments, and other factors affecting participation choices. Make recommendations to improve planning and scheduling effectiveness to maximize opportunity and participation.
- Recommend cost-effective methods and practices that will improve public awareness of programs and services.
- Review and discuss existing funding mechanisms and cost recovery practices for recreation programs and services, and recommend appropriate cost recovery levels through fees.
- Recommendations should balance cost recovery with issues of affordability.

Funding

- Provide an analysis of existing funding practices, sources of funds, and funding levels for both "parks and facilities" and "recreation programs and services."
- Project funding levels required to support Master Plan goals and objectives relative to anticipated growth, development, and long-term maintenance; describe methodologies and models used to determine projected costs.
- Identify new or alternative funding sources that might reasonably be developed to supplement existing funding methods; identify and discuss new funding practices that might present funding stability.
- Recommend long-term funding strategy(s) that combines and incorporates various funding options and techniques to effectively support and achieve Master Plan goals and objectives for parks development and recreational services.



Doral Central Park, Doral, FL

Task No. 5 Needs Assessment

Needs Assessment / Design Guidelines and Implementation Strategy

- Needs Assessment - Evaluate and prepare a Needs Assessment to identify the assets and constraints of the existing system, identify standards for future development, and assess the current and future needs and priorities of the Village's parks and recreation system.
- Recommendations Prioritization - Review of existing recreation programs and services/recommendations for the future. Prioritize recommendations to meet current and future needs.
- Operations and Maintenance Cost/Revenue Estimates- for new/enhanced parks and recreation amenities and new programs and service.
- Identify needs for improved or new facilities that may include land acquisition, construction or redevelopment of indoor and outdoor facilities, conservation of riparian corridors and conservation areas, development of additional recreation amenities, hiking, walking, and biking corridors, park maintenance; etc.

Deliverables: Community Survey; Survey Analysis; Minutes of Workshop Meeting; Stakeholder and individual meetings minutes; other information and changes as required for work process.

Pre-Workshop Village Staff Review Meeting

BA shall conduct a pre-workshop Village Staff Review Meeting to coordinate the analysis and refine input before making the presentation.

Task No. 6 Workshop No 1 Existing Conditions and Community Survey

Building upon the previous Community forums, we will conduct an initial Visioning Workshop to obtain community input on recreational preferences and carry out a Parks Survey. The Visioning Workshop No. 1 will build on the specific stakeholders' meetings and staff and administration meetings to identify additional needs and requirements.

Deliverables: Community Survey; Survey Analysis; Minutes of Workshop Meeting; Stakeholder and individual meetings minutes; other information and changes as required for work process.



Homestead Sports Complex Master Plan, Homestead, FL

Task No. 7 Summary of Issues and Opportunities by Park and Village-Wide

Based on the information gathered, we will summarize the issues and opportunities for Village-Wide parks development and each park within each Village area/neighborhood. These issues and opportunities will include the required actions identified in the previous tasks, community surveys, and community meetings. We will address major issues, concerns, and challenges specific to the Village of Palmetto Bay.

Comparative Analysis

Compare findings and recommendations for the Village recognizing nation and state standards and adopted levels-of-service from like communities in Florida.

Pre-Workshop Village Staff Review Meeting

BA shall conduct a pre-workshop Village Staff Review Meeting to coordinate the analysis and refine input before making the presentation.

Task No. 8 Preliminary Master Plan Development

Tasks 1 through 8 will prepare a series of Village Wide and Park Specific Master Plan Options to address each park's program development and design. Ba will outline improvements within existing parks, development and build-out of undeveloped parks, and acquisition and development of future park sites and related facilities. We will carry out the following tasks before the Workshop and work with the participants to the Workshop in the following elements:

- Parks Visioning Master Plan Preparation
- Overall Park Master Plan Development Policies
- Individual Park Development Programs
- Alternative Park Development Master Plan and Design Concepts and Evaluation Criteria
- Project Prioritization
- Create and recommend a fifteen (15) year parks development and redevelopment
- Recreation programs and services
- Operations and maintenance funding requirements
- Capital Improvement Plan (CIP) and implementation schedule with budget projections to include projections of all costs associated with capital investments.



Doral Central Park Master Plan, Doral, FL

Post-Workshop Village Staff Review Meeting

BA shall conduct a pre-workshop Village Staff Review Meeting to coordinate the analysis and refine input before making the presentation.

Deliverables: Master Plan Vision Plan Alternatives for each individual park; Individual park development programs; Park Improvements priorities list; Minutes of Workshop No. 2 and preliminary order of magnitude cost and schedule.

Task No. 9 Workshop No. 2 Preliminary Village Parks and Recreation Master Plan Community Presentation

Present the Preliminary Master Plan with the items indicated in Task No. 8. Obtain community input and make changes as requested by community and Village staff.

Pre-Workshop Village Staff Review Meeting

BA shall conduct a pre-workshop Village Staff Review Meeting to coordinate the analysis and refine input before making the presentation.

Task No. 10 Final Master Plan Development (Draft)

From the Community input obtained in Workshop No. 2, Staff reviews, and other input, we will prepare the Final Parks Master Plan to include all the information collected, analyses carried out, designs proposed, and final recommended options. We will incorporate Opinions of Probable Costs for each park and the overall system improvements. Coordination with Village staff will be of most importance during this and all facets of the project. We will further define the Parks and Recreation Improvements Priorities and prepare the Final Master Plan based on this information.

Deliverables: Eight (8) bound color copies of the Draft Master Plan Document, an electronic version of the Draft Master Plan in a format compatible with the Village software.



Truman Waterfront Park, Key West, FL

Task No 11 Workshop No. 3 Final Parks Master Plan

Workshop presentation of the final Master Plan.

This Workshop will assure the community that the Master Plan to be presented is the complete consensus Master Plan developed in the process. As per the requirements of the RFP, the PRMP shall include the following components:



South City Beach Park,
Hallandale Beach, FL

- Goals and Objectives - The Comprehensive Parks and Recreation Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision and "road map" and model for the Parks and Recreation Department's future.
- Demographics, Trends Analysis, and Community Preferences
- Community Survey
- Existing Conditions - A summary of existing conditions, inventories, and Level of Service analysis. Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.
- Recreation Programs and Services
- Financial Plan, Operations, and Maintenance Funding Requirements
- Capital Costs - Estimates of the capital and operational costs for land acquisition, construction or redevelopment of indoor and outdoor facilities, development of additional recreational amenities, park maintenance, park enhancement, etc. The analysis should be designed to connect with the Village's capital plan.
- Operations and Maintenance - Operations and Maintenance cost/revenue estimates for new/enhance parks and recreation amenities and new programs and services.
- Feasibility - Evaluation of the viability, cost-effectiveness/return of investment of suggested strategies and recommendations.
- Action Plan - Develop a plan of action that includes strategies, priorities and budget support, and funding mechanisms, both short term, and long term, and considerations in the ranking of projects and timeframes.

Deliverables: Eight bound color copies of the Final Master Plan and two electronic copies compatible with the Village's software. Two bound color copies of the Executive Summary and two electronic copies compatible with the Village's software.

Task No. 12 Final Master Plan Revisions

From the review of Village staff and community presentation carry out any required changes to the Final Master Plan.

Task No. 13 Presentation to Village Council for Adoption

After receiving comments from Village staff, BA will incorporate all changes into the final Parks Master Plan document. Then, BA shall prepare a full presentation to the Village Council for final adoption.

Deliverables: Printed copies of Final Master Plan, Executive Summary and Power Point Presentation for The Village Council.

FIRM APPROACH

BA TEAM'S BENEFITS FOR THE VILLAGE OF PALMETTO BAY

The BA Team will spare no effort in the analysis, design and development of plan alternatives that meet the Village's objectives. The final goal is the creation of a master plan that is attractive and implementable. Our experience lends itself to the successful completion of numerous master plans as evidenced in our portfolio.

We are accessible, responsive and supportive to our Clients. As an extension of our Client's staff, we are joint collaborators, offering years of acquired expertise in the advancement of our projects. We strive to be accommodating, open-minded and responsive to all ideas and determinate in our recommendations.

We relate to the local community that we serve. Within our creative design process, we provide options for different alternatives of what a community can become. We clarify ideas and expand upon concepts, while assisting community leaders in decision-making that is integral to the successful implementation of our projects. As advocates for the community, we always strive to serve its best interest.

We are diverse in our team's composition. Our in-house core professionals specialize in the skillsets needed to carry out the determining tasks of the Parks and Recreation Master Plan.

Our supporting subconsultants share our same values. Our supporting sub-consultants share the same values. Ballard*King & Associates, Ltd. and the Bosch Group are at the forefront of their respective fields. Together, our team's knowledge base addresses all project scenarios and provides the guidance and vision necessary to ensure a successful project. We understand the scale of Parks and Recreation Master Plans and are 100% committed to this project.

We are experienced in the development of Parks and Recreation Master Plans. Over the course of 20 years, BA has led the completion of various park master planning projects throughout South Florida. Our process provides innovative and sustainable design solutions that celebrate the environment and complement the built environment.

We are cost conscious. Every project is important to us. We are cognizant of the professional time required to carry out this project and will strive to give the Village of Palmetto Bay and its residents the best value for their money.

The experience and creativity of our professional team is second to none. The project manager leading this effort has extensive experience in parks and recreation master planning. He will be working directly with the Village of Palmetto Bay staff and will be directly involved in providing project creative direction and carrying out the design of the project elements. We bring incisiveness of thought, rigor of organization, and joy of creativity.

BA is a Local Award-Winning Firm With Proven Experience Working with over 40 municipalities in South Florida



Aventura Community Center, Aventura, FL

Ballard*King has completed 700+ recreation projects across the U.S.



Doral Cultural Center, Doral, FL

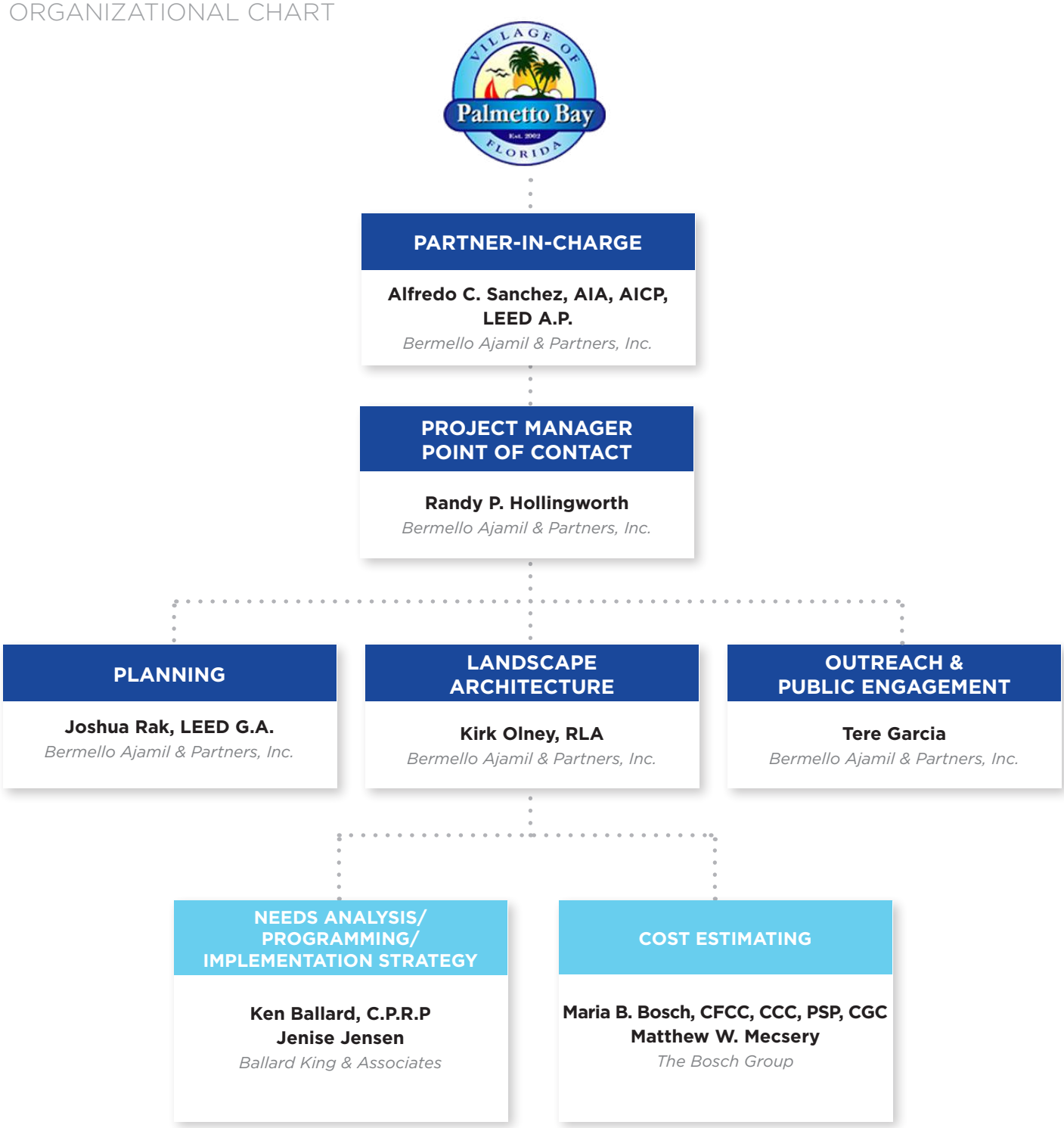
TAB 4

RESUMES



RESUMES

ORGANIZATIONAL CHART





ALFREDO C. SANCHEZ, AIA, AICP, LEED A.P.

Partner-In-Charge

QUALIFICATIONS

- Florida-registered architect and AICP-certified planner with more than 45 years of experience in architecture, urban planning, and design.
- Directed a number of major planning studies and urban design plans in the South Florida area and throughout the world.
- Project experience encompasses city wide master plans, corridor plans, major reconstruction efforts, pedestrian improvements, urban, retail and mixed-use development projects, and seaport master plans, as well as land planning projects including redevelopment and design of new communities.
- Ability to understand all aspects of a project, from the initial analysis of the economic feasibility to the vision of the ultimate impact of the project's architecture.

EDUCATION

Master of Architecture,
University of Pennsylvania, 1978

Master of City Planning,
University of Pennsylvania, 1978

Bachelor of Architecture,
University of Florida, 1972

REGISTRATIONS

Registered Architect, State of Florida, 1979
Reg. No. AR 0007969

American Institute of Certified Planners, 1994

PROFESSIONAL AFFILIATIONS

Smart Growth Partnership

RELEVANT EXPERIENCE

- Dania Beach Master Plan, Dania Beach, FL
- Citywide Parks Master Plan, Hallandale Beach, FL
- Citywide Parks Master Plan, Pompano Beach, FL
- Miami Shores City Wide Master Plan, Village of Miami Shores, FL
- City Wide Master Plan, Hollywood, FL
- Port Tampa Channelside Master Plan, Tampa, FL
- Beach Plaza Redevelopment & Public Beach Revitalization Design, Pompano Beach, FL
- Town Center Master Plan, Coconut Creek, Florida
- Wittkop Park, Homestead, FL
- East Atlantic Boulevard Streetscape, Pompano Beach, FL
- Cresthaven Community Center Site Identification and Evaluation Analysis, Pompano Beach, FL
- 31st Avenue 10 Acre Site Community Recreation Evaluation Analysis, Pompano Beach, FL
- James Archer Smith Park, Homestead, FL
- Losner Park, Homestead, FL
- Harbor Village Public Open Space, Pompano Beach, FL
- DECOMAP Collier Neighborhood Development Master Plan, Pompano Beach, FL
- Village of Palmetto Bay Downtown Master Plan and Downtown Urban Village Form-Based Code, Palmetto Bay, FL
- Collier Neighborhood Development Master Plan, Pompano Beach, FL
- North Miami Beach Urban Design and Form-Based Code, North Miami Beach, FL
- 2035 Port Miami Strategic Master Plan, Miami, FL



RANDY P. HOLLINGWORTH

Project Manager / Point of Contact

QUALIFICATIONS

- Director of Planning, Urban Design and Landscape Architecture
- 40 years experience in Urban Design & Landscape
- Prepared Development plans for a wide range of project types
- Has a large and diverse portfolio of landscape design oriented projects
- Developed master plans and design guidelines for municipalities, residential communities, commercial and retail areas, and office parks in numerous locations throughout Florida.
- Specializes in the design and development of mixed use projects and their integration within the urban fabric.

EDUCATION

Master of Landscape Architecture in Urban Design, Harvard University, 1984

Bachelor of Landscape Architecture, University of Guelph, 1978

PROFESSIONAL AFFILIATIONS

Smart Growth Partnership

RELEVANT EXPERIENCE

- Dania Beach Master Plan, Dania Beach, FL
- Doral Central Park Master Plan, Doral FL
- Citywide Parks Master Plan, Hallandale Beach, FL
- CItywide Parks Master Plan, Pompano Beach, FL
- Joseph Scavo Park, Hallandale Beach, FL
- B.F. James Park & Aquatic Facility, Hallandale Beach, FL
- South City Beach Park, Hallandale Beach, FL
- Highlands Community Center, Deerfield Beach, FL
- Aventura Community Center, Aventura, FL
- Pinecrest Community Center Master Plan, Miami, FL
- Truman Waterfront Park & Community Center Master Plan, Key West, FL
- Parks, Recreation and Open Spaces (PROS) Coastal South, Miami, FL
- Parks, Recreation and Open Spaces (PROS) Region A, Miami, FL
- City of Fort Lauderdale Landscape Architect Continuing Services, Fort Lauderdale, FL
- James Archer Smith Park, Homestead, FL
- George Brummer Park, Pompano Beach, FL
- Wittkop Park Master Plan, Homestead, FL
- Sullivan Park, Deerfield, Beach, FL
- Peace Park - Aventura Waterfront Park, Aventura, FL
- Port Tampa Channelside Master Plan, Tampa, FL
- Pompano Beach Blvd. Kiosk Building, Beach Bathrooms and Pavilions, Pompano Beach, FL
- Intracoastal Parks, Sunny Isles Beach, FL
- East Atlantic Blvd. Streetscape Improvements, Pompano Beach, FL
- City of Oakland Park Continuing Professional Architecture and Engineering Services for Various Projects, Oakland Park, FL
- Beach Plaza Redevelopment and Public Beach Revitalization Design, Pompano Beach, FL
- South Creek Neighborhood Landscape Improvements Plan, Coconut Creek, FL
- Beautification Master Plan, Miami Lakes, FL
- NW 107th Avenue Streetscape, Doral, FL
- South Treasure Drive Park, North Bay Village, FL
- SW 4th St. Streetscape Improvements, Homestead, FL
- East Atlantic Boulevard Streetscape, Pompano Beach, FL



KIRK OLNEY, RLA

Senior Landscape Architect

QUALIFICATIONS

- Over 20 years of experience in landscape architecture - in particular, parks, streetscapes and roadway landscape design
- Has extensive experience with master planning, conceptual and detailed design, the production and management of construction documents
- Extensive experience preparing and submitting applications to regulatory agencies and responding to comments accordingly to obtain required permits
- His special area of interest and expertise is the use of tropical and subtropical plant material

EDUCATION

Bachelor of Science in Landscape Architecture, Ohio State University, Columbus, Ohio 1995

REGISTRATIONS

State of Florida, Registered Landscape Architect, 2000, No LA0001705

PROFESSIONAL AFFILIATIONS

Smart Growth Partnership

RELEVANT EXPERIENCE

- Citywide Parks Master Plan, Hallandale Beach, FL
- CItywide Parks Master Plan, Pompano Beach, FL
- Joseph Scavo Park, Hallandale Beach, FL
- B.F. James Park & Aquatic Facility, Hallandale Beach, FL
- 95th Street Streetscape Improvements, Surfside, FL
- Arlen House Streetscape, Sunny Isles Beach, FL
- Pompano Beach Streetscape Master Plan, Pompano Beach, FL
- Ives Estates Park Adult Sports Complex, Miami, FL
- Downtown Doral Triangle, Doral, FL
- Aventura Peace Park, Aventura, FL
- South City Beach Park, Hallandale Beach, FL
- Highlands Community Center, Deerfield Beach, FL
- Aventura Community Center, Aventura, FL
- Pinecrest Community Center Master Plan, Miami, FL
- Truman Waterfront Park & Community Center Master Plan, Key West, FL
- Parks, Recreation and Open Spaces (PROS) Coastal South, Miami, FL
- Parks, Recreation and Open Spaces (PROS) Region A, Miami, FL
- City of Fort Lauderdale Landscape Architect Continuing Services, Fort Lauderdale, FL
- James Archer Smith Park, Homestead, FL
- George Brummer Park, Pompano Beach, FL
- Wittkop Park Master Plan, Homestead, FL
- Sullivan Park, Deerfield, Beach, FL
- Peace Park - Aventura Waterfront Park, Aventura, FL
- Port Tampa Channelside Master Plan, Tampa, FL
- Pompano Beach Blvd. Kiosk Building, Beach Bathrooms and Pavilions, Pompano Beach, FL
- Intracoastal Parks, Sunny Isles Beach, FL
- East Atlantic Blvd. Streetscape Improvements, Pompano Beach, FL
- City of Oakland Park Continuing Professional Architecture and Engineering Services for Various Projects, Oakland Park, FL
- SW 4th Street Streetscape Improvements, Homestead, FL
- Pompano Beach Library, Pompano Beach, FL



JOSHUA RAK, LEED G.A.

Senior Planner

QUALIFICATIONS

- Over 11 years of strong multidisciplinary background rooted in urban design, planning, architecture and business
- Mr. Rak has a thorough understanding of good urban design practices and architectural design, with substantive knowledge and experience in the formulation of the regulatory needs to implement them
- Strong multidisciplinary background rooted in urban design, planning, architecture and business
- Design driven perspective to the preparation of area plans with special emphasis on placemaking through design and the implementation of Form Based Code

EDUCATION

Master of Architecture, University of Miami, Miami, FL, 2008

Bachelor of Architecture, University of Miami, Miami, FL, 2006

ACCREDITATIONS

LEED Green Associate

PROFESSIONAL AFFILIATIONS

Smart Growth Partnership
Congress for New Urbanism (CNU)

RELEVANT EXPERIENCE

- Ives Estates Park Adult Sports Complex, Miami, FL
- Port Tampa Channelside Master Plan, Tampa, FL
- Village of Miami Shores Community Center Feasibility Study, Miami Shores, FL
- North Miami Beach Urban Design and Form-Based Code, North Miami Beach, FL
- Village of Palmetto Bay Downtown Master Plan and Downtown Urban Village Form-Based Code, Palmetto Bay, FL
- MDX Strategic Masterplan 2016, Miami, FL
- 2035 Strategic Master Plan, Miami-Dade Expressway Authority, FL
- Country Club Urban Area District - Miami, FL*
- Poinciana Industrial Park, Miami, FL*
- Bird Road Corridor Study, Miami, FL*
- Transit-Oriented Development, Miami Gardens, FL*
- Village of El Portal Charette, El Portal, FL*
- Bird Road Urban Area Zoning District, Miami, FL*
- NW 18th Avenue Corridor Study, Miami, FL*
- Richmond Heights Charrette, Miami, FL*
- North Central Ordinance (Form-based Code), Miami, FL*
- Coral Villa Estates Charrette, Miami, FL*
- Palmer Lake Charrette, Miami, FL*

*Prior to BA



TERECITA C. GARCIA

Outreach & Public Engagement

QUALIFICATIONS

- Over 30 years of experience in the fields of planning, public participation, governmental and media relations.
- Experience as an architect and planner provides her a unique perspective to understand complex technical issues and have the ability to translate them to plain language for the public.
- Assists in permitting and outreach to residential areas, industry, business and multiple municipalities informing the neighboring public on the plans and eventual construction, using fact sheets, meetings, addressing all concerns and providing the information needed to deliver successful project.

EDUCATION

Master of Urban Planning, University of Puerto Rico, 1979

Master of Architecture, Tulane University, 1974

Bachelor of Architecture, Tulane University, 1974

PROFESSIONAL AFFILIATIONS

Board of Governors, Greater Miami Chamber of Commerce

Policy Advisory Council, Trust for Public Land

RELEVANT EXPERIENCE

- Dolphin Park and Ride Station Master Plan, Miami, Florida, Public Involvement Director
- Broward County Office of Environmental Services Neighborhood Improvement Project, Florida - Public Involvement Project Manager.
- Pinecrest Community Center Master Plan, Miami, Florida - Public Involvement Director
- Port Tampa Bay Channelside Master Plan, Tampa, Florida - Public Outreach Director
- Port Canaveral Strategic Master Plan – Public Outreach Director.
- MDX Long Range Master Transportation Plans - Public Involvement Director
- Miami-Dade Expressway Authority (MDX), Miami-Dade County, Florida - Public Involvement Director
- FDOT District 6, Public Involvement Districtwide Contract, Miami-Dade County & the Keys (2006 - 2011) - Project Principal
- South Dade Neighborhood Development Concept Plans (“The Moss Plan”), Miami, Florida - Project Director

RESUMES



KEN BALLARD, C.P.R.P

Needs Analysis, Facilities Analysis & Implementation Strategist

As a founding partner of Ballard*King & Associates, Ken has over 35 years of experience in parks and recreation planning. Ballard*King & Associates was established in 1992 by Ken Ballard and Jeff King in response to the need for market driven and reality based planning for recreation agencies. In his years of work with B*K, Ken has provided fee studies, operational assessments, and master planning consulting services to more than 75 communities across the country. Ken is well known for his vast knowledge of recreation programming, facility development and operations, as well as organizational planning and fee assessments. His expertise has been developed over the years from a wide breadth of experiences within the parks and recreation field.

EDUCATION

University of Colorado
BS Recreation, BA History

Certified Parks & Recreation Professional

PROFESSIONAL AFFILIATIONS

Athletic Business Conference Sessions Review
Colorado Parks & Recreation Association
National Recreation & Park Association

Metropolitan State University of Denver – Former
Adjunct Faculty

RELEVANT EXPERIENCE

Responsible for citywide parks Master Plan projects in Florida that Ken has been for include the following communities:

- Miami, FL
- Hallandale Beach, FL
- Pompano Beach, FL
- Dania Beach, FL
- Sarasota County, FL
- Doral, FL
- Ft. Lauderdale, FL
- Orlando, FL
- Tamarac, FL
- Riviera Beach, FL
- Sarasota City, FL
- Wellington, FL



JENISE JENSEN

Marketing Planner

Jenise has been with the Ballard*King team for over five years, providing analysis and support on a variety of projects, including master plans, feasibility studies, and operational audits. In her role with B*K, Jenise has a focus on effective communication strategies, marketing collateral and creative content development.

PROFESSIONAL AFFILIATIONS

National Recreation & Parks Association

Colorado Parks & Recreation Association

INDUSTRY LEADERSHIP

NRPA Annual Conference Speaker – Marketing

Athletic Business Conference Speaker

Colorado Parks & Recreation Award for Innovation – Black Friday Marketing

RELEVANT EXPERIENCE

Jenise has worked for the Town of Breckenridge Recreation Department for over 18 years, with the last 12 as Manager of Recreation Administrative Services, overseeing marketing strategy for a thriving recreation department in a resort community. Her involvement with content creation, google analytics and website systems guides the department in diversifying resources for both in-house and external marketing channels and training staff to develop skills with results. As a skilled communicator and marketer with a creative flair, she has developed marketing and promotions that adapt to changing market conditions and industry trends. The Colorado Parks and Recreation Association recognized this with a Columbine Award for Innovation after she successfully recognized an opportunity to tap into Black Friday sales strategies. She has spoken on marketing tactics at a variety of industry conferences.

Prior to joining B*K and the Town of Breckenridge, Jenise worked for two other municipal recreation agencies: the City of Chaska, MN and the Rec-Plex in St. Peters, MO. In both agencies, she identified marketing opportunities and implemented strategies to increase communication, promotions and revenue.

Lastly, Jenise has created social media content and blogged for both Breckenridge Ski Resort and the Breckenridge Tourism Office, in addition to creating written and visual content for newspapers, magazines and television. An avid photographer with her own website, Jenise continually evaluates the effectiveness of branding and content.



MARIA B. BOSCH, CFCC, CCC, PSP, CGC

Cost Estimator

Ms. Bosch has worked as Program Manager and Project Manager for various public and private projects, including a $23 million 450-unit luxury multi-family complex in Pembroke Pines, Florida, and a $26 million luxury multi-family and marina complex in Fort Lauderdale, Florida, as well as government related buildings, infrastructure and transportation projects. Ms. Bosch and her team served as cost consultants for the Miami Intermodal Center projects, which include a $200 million Rental Car Facility, a $15 million Tri-Rail Station and a $14 million MIA Connector station for the Automated People Mover.

EDUCATION

Master of Science, Construction Management, Florida International University, 1992
Bachelor of Arts, Florida Atlantic University, 1987

REGISTRATION

State of Florida #CGC 049756
Certified Forensic Claims Consultant Cert. #23858, AACE International, 2010
Cert. Cost Consultant #1452, 1994 Planning and Scheduling Professional, Cert. # 00072, AACE International 2004

RELEVANT EXPERIENCE

- Broward County Public Schools, Broward, Florida
- Dade County Public Schools, Miami, Florida
- Doral Central Park, Doral, Florida
- Homestead Air Force Base/ Air Reserve Station,
- Homestead, Florida
- Miami Dade College – Commuting Services Contract, Miami, Florida
- Monroe County School Board, Monroe, Florida
- Miami Intermodal Center, Miami, Florida
- Miami International Airport, Miami, Florida
- Miami Beach Police Headquarters, Miami Beach, Florida
- Nassau International Airport, The Bahamas
- Port Canaveral Cruise Terminal 10, Fort Lauderdale, Florida
- Port of Miami, Disney Cruise Lines, Miami, Florida
- University of Miami, Miami, Florida



MATTHEW MECSERY

Cost Estimator

Matthew joined the company over 7 years ago, with a significant set of skills that expands from Environmental Science to Construction Management, including Cost Estimating and Project Management. Matthew holds a degree in Environmental Studies. Matthew leads the Cost Estimating Department and is responsible for maintaining and updating historical cost information, keeping updated on building construction advances, state of the art materials and technology innovations. Matthew has created a close network of vendors, suppliers and subcontractors who work hand in hand in the pursuit of cost accuracy and project economic success.

EDUCATION

Bachelor of Science in
Environmental Studies,
University of Central Florida

RELEVANT EXPERIENCE

- Doral Central Park, Doral, Florida
- Lake Stevens Splash Pad, Opa Locka, Florida
- Miami Beach Police Headquarters, Miami Beach, Florida
- Miami Beach Convention Center, Miami Beach, Florida
- Port of Galveston Royal Caribbean Terminal, Galveston, Florida
- Port of Miami Terminal 10, PortMiami, Florida
- Shenandoah Aquatic Center, Miami, Florida
- Shenandoah Park & Aquatic Facility, Miami, Florida
- University of Miami, Student Housing, Miami, Florida
- Westchester Cultural Arts Center, Miami, Florida

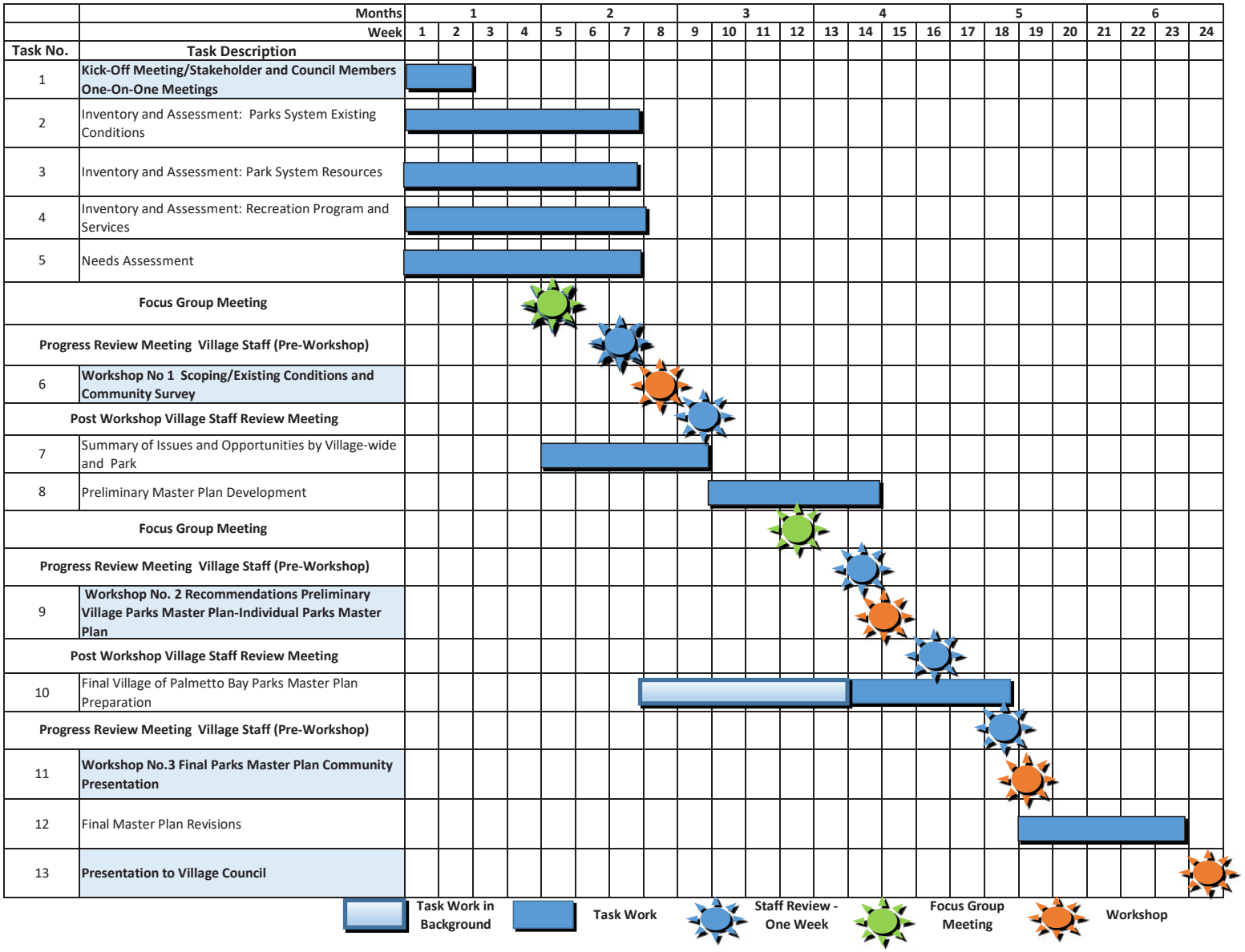
TAB 5

TIMELINE



TIMELINE

BA proposes to complete all of the tasks outlined in the Scope of Services, independent of additional time that the Village may take to review specific tasks of the project in a time frame of six (6) months. The Project Time Line graph outlines the time required for each task.



TAB 6

FORMS



SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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 Proposals will be followed if none of the tied Consultants have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 Proposal 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 Proposal, the employee will abide by the terms of the statement and will 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) 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 Consultant complies fully with the above requirements.

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

SUB-CONTRACTOR

Company shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Consultant Name	Address	Telephone and Fax
Needs Analysis/ Programming/ Implementation Strategy	Ballard*King	2743 E. Ravenhill Circle Highlands Ranch, CO 80126	Tel: (303) 470-8661 Fax: (303) 470-8642
Cost Estimating	The Bosch Group	1931 NW 150th Avenue Suite 118 Pembroke Pines, FL 33028	Tel: (954) 889-2253 Fax: N/A

PLEASE SEE REFERENCE FORMS IN SECTION 2 - FIRM BACKGROUND & EXPERIENCE.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Parks and Recreation Master Plan

RFP# 2021-12-012

Name of Proposer: _____

To Whom It May Concern,

The above reference Consultant is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the Consultant is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

_____

_____

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: ____ Yes ____ No

Was the work performed to acceptable quality standards: ____ Yes ____ No

Would you enter into a contract with the Consultant in the future? ____ Yes ____No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ____ Yes ____ No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the Consultant: _____

If you responded no to any of the above, please provide details:

_____

_____

Name of Public Entity/Company: _____
Name of Individual completing this form: _____
Signature: _____ Title: _____
Telephone: _____ Email: _____
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant/Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant/Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Consultant/Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant/Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant/Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Randy P. Hollingworth being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Bermello Ajamil & Partners, Inc. the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said Consultant/Consultant 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 Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade County

On this August 16 day of, 20 21, before me, the undersigned Notary Public of the State of Florida personally appeared Randy P. Hollingworth and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Eve Lopez
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Eve Lopez
Comm.#HH025877
Expires: July 30, 2024
Bonded Thru Aaron Notary

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

X Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Randy P. Hollingworth

For Bermello Ajamil & Partners, Inc.

Whose business address is: 2601 South Bayshore Drive, Suite 1000, Miami, FL, 33133

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1722486

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 another person, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to 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 any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade County

On this August 16 day of, 20 21, before me, the undersigned Notary Public of the State of Florida personally appeared Randy P. Hollingworth and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Eve Lopez

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Eve Lopez
Comm.#HH025877
Expires: July 30, 2024
Bonded Thru Aaron Notary

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

X Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Randy P. Hollingworth, Project Manager
(print individual's name and title)

for: Bermello Ajamil & Partners, Inc.
(print name of entity submitting sworn statement)

whose business address is: 2601 South Bayshore Drive, Suite 1000, Miami, FL, 33133

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1722486

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Consultant, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Consultant, or third party Consultant under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade County

On this August 16 day of, 20 21, before me, the undersigned Notary Public of the State of Florida personally appeared Randy P. Hollingworth and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Eve Lopez

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:

Eve Lopez
Comm.#HH025877
Expires: July 30, 2024
Bonded Thru Aaron Notary

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

X Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(CONSULTANT / CONSULTANT DISCLOSURE)

Consultant or Consultant hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Consultant or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Consultant. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant or Consultant. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Consultant or Consultant recognizes that with respect to this transaction or proposal, if any Consultant or Consultant violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Consultant or Consultant may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Consultant or Consultant completes and executes the Business Entity Affidavit form below. The terms "Consultant" or "Consultant," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Randy P. Hollingworth being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

59-1722486

Federal Employer Identification Number (If none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

Bermello Ajamil & Partners, Inc.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

2601 South Bayshore Drive, Suite 1000, Miami, FL, 33133

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Luis Ajamil	3637 Park Lane Miami, FL 33133	45.659 %
Willy A. Bermello	2601 Granada Blvd. Coral Gables, FL 33146	45.659 %
		%

2. The full legal names and business address of any other individual (other than Sub-Consultant, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Please see following page.

CONTINUED ON FOLLOWING PAGE

SHAREHOLDER REGISTER	PERCENTAGE
Willy A. Bermello	45.659%
Luis Ajamil	45.659%
Bernard N. Horovitz	1.228%
Alfredo C. Sanchez	0.609%
Saul G. Suarez	0.365%
Raimundo A. Fernandez	0.609%
Diana P. Garcia	0.609%
Teresita C. Garcia	0.609%
Jorge Ferrer	0.609%
Scott A. Bakos	0.609%
Mark H. Ittel	0.609%
Steven J. Pynes	0.609%
Felipe Alespeiti	0.244%
James P. Rowe	0.158%
Randall P. Hollingworth	0.244%
Raul Carreras	0.244%
James R. Bowers	0.244%

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade County

On this August 16 day of, 20 21, before me, the undersigned Notary Public of the State of Florida personally appeared Randy P. Hollingworth and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Eve Lopez
Comm.#HH025877
Expires: July 30, 2024
Bonded Thru Aaron Notary

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
X Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Bermello Ajamil & Partners, Inc. (Consultant), hereby acknowledge and agree that we, as the Prime Consultant for Village of Palmetto Bay, Village of Palmetto Bay Parks and Recreation Master Plan, RFP# **2021-12-012**, 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 Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Consultant's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

Attest: _____

Print Name: Chelsea Gruber

Attest: _____

Print Name: Nidia Garzon

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade County

On this August 16 day of, 20 21, before me, the undersigned Notary Public of the State of Florida personally appeared Randy P. Hollingworth and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC
SEAL OF OFFICE:



Eve Lopez
Comm.#HH025877
Expires: July 30, 2024
Bonded Thru Aaron Notary

_____

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

X Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

Not Applicable.

Executed on August 16, 2021 at Miami, Florida
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Randy P. Hollingworth

Title: Project Manager

Consultant: Bermello Ajamil & Partners, Inc.

Date: August 16, 2021

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Randy P. Hollingworth (the individual attesting below), being duly authorized byand on behalf of Bermello Ajamil & Partners, Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES X
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16 day of August, 20 21.

_____

Signature of Affiant

Print or Type Name: Randy P. Hollingworth

State of Florida

County of Miami-Dade

CONTINUED ON FOLLOWING PAGE



Signed and sworn to (or affirmed) before me, this the 16 day of August, 20 21.

My Commission Expires: July 30, 2024

Eve Lopez

Seal

Notary Public

NHCS – E-Verify 081815

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Bermello Ajamil & Partners, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
2601 South Bayshore Drive, Suite 1000

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL, 33133

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

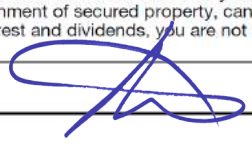
Employer identification number
59 - 1722486

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ August 16, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: Bermello Ajamil & Partners, Inc.
Consultant
2601 South Bayshore Drive, Suite 1000
Miami, FL, 33133
Address

ATT: Randy P. Hollingworth, Project Manager
Name and Title

PROJECT DESCRIPTION: Parks and Recreation Master Plan
RFP No. 2021-12-012 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Proposal of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Consultant will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: Bermello Ajamil & Partners, Inc.
Consultant
2601 South Bayshore Drive, Suite 1000
Miami, FL, 33133
Address

ATT: Randy P. Hollingworth, Project Manager
Name and Title

PROJECT DESCRIPTION: Parks and Recreation Master Plan
RFP No. 2021-12-012 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Department of Parks and Recreations will be responsible to assure that said Consultant is complying within the scope of this RFP.

Sincerely yours,

_____
Litsy C. Pittser, Procurement Specialist

EVIDENCE OF AUTHORITY TO SIGN

Bermello Ajamil & Partners

RESOLUTION
Bermello, Ajamil & Partners, Inc.

At a duly called meeting of the Bermello, Ajamil & Partners, Inc. Board of Directors held on November 20, 2020, the Board elected the following individuals as officers of the Corporation.

Willy A. Bermello	Chair of the Board
Luis Ajamil	President, Vice-chairman and CEO
Diana Garcia	Sr. Vice-president, Chief Financial Officer (CFO)
Rai Fernandez	Sr. Vice-president
Mark Ittel	Sr. Vice-president
Tere Garcia	Sr. Vice-president
Agustin Barrera	Vice-president
Scott Bakos	Vice-president
Jorge Ferrer	Vice-president, Chief Quality Control Officer (CQO)
Yves Zeidenberg	Vice-president
Randy Hollingworth	Vice-president
Felipe Alespeiti	Vice-president, Information Officer
Jim Rowe	Vice-president
Jose L. Lugo	Vice-president
Luis Sousa	Vice-president

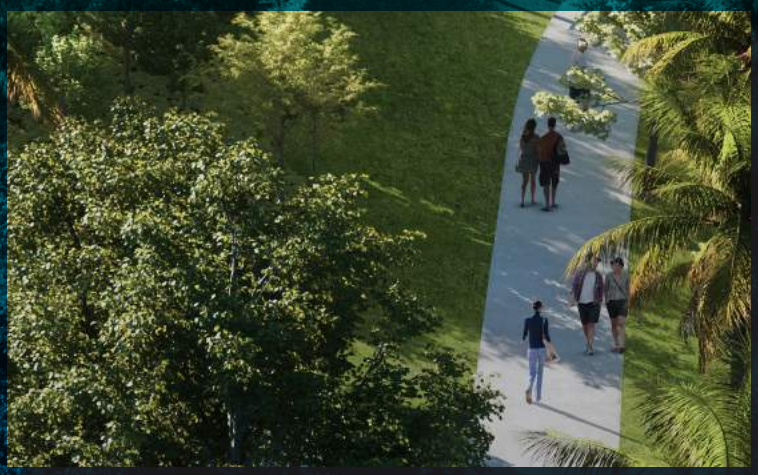
In their capacity, as officers are authorized to enter into contractual arrangements on behalf of the Corporation.

Luis Ajamil
President

Scott Bakos
Assistant Secretary

TAB 7

ADDENDUM ACKNOWLEDGMENT



ADDENDUM ACKNOWLEDGMENT

Bermello Ajamil & Partners, Inc. acknowledges Addendum #1 issued on August 17, 2021.

Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1
Amendment of RFP# No.: 2021-12-012
Title of RFP: Parks and Recreation Master Plan

Name of Bidder Bermello Ajamil & Partners, Inc.

Date Addendum Received August 17, 2021

Total Pages of Addendum including Acknowledgement 4

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result as a rejection to your proposal.

TAB 8

PROPOSAL SHEET



PROPOSAL SHEET

RFP# 2021-12-012

Parks and Recreation Master Plan

1. Proposal Amount: $119,000.00 for:

   (One hundred and nineteen thousand dollars and zero cents)

   The Development of a Comprehensive Parks and Recreation Master Plan

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

Randy P. Hollingworth, Bermello Ajamil & Partners, Inc.

Name: (Please Print)

Project Manager, August 18, 2021

Offeror Signature Title: Date:

BILLING RATES

Bermello Ajamil & Partners

Randy Hollingworth, Project Manager	$220/hour
Alfredo Sanchez, Partner-in-Charge	$180/hour
Josha Rak , Senior Planner	$115/hour

Ballard*King & Associates

Hourly Billing Rate	
Principal	$200/hour
Senior Associate	$175/hour
Associate	$150/hour
Daily Billing Rate	
Principal	$1,600/day
Senior Associate	$1,400/day
Associate	$1,200/day

ARCHITECTURE

ENGINEERING

PLANNING

LANDSCAPE ARCHITECTURE

INTERIOR DESIGN

CONSTRUCTION SERVICES



bermelloajamil.com

AGENDA ITEM

14E

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Safe Routes to School (SRTS) - Infrastructure Priority 2 – Perrine Elementary

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC. INFRASTRUCTURE WORK BASED ON PLANS APPROVED UNDER THE SAFE ROUTES TO SCHOOL PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE COMPANY IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND THIRTY-SIX DOLLARS AND FIFTY-FOUR CENTS, ($ 105,036.54); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village obtained a grant from the Florida Department of Transportation Safe Routes to School program in the amount of $ 105,037,00 to construct or improve some areas around Perrine Elementary. The plans were created by R.J. Behar and Associates, Inc. taking into consideration the analysis encompassing children's safety walking to school, signage and lights for protection.

FISCAL IMPACT:

The Florida Department of Transportation, Federal Aid Grant # 431507-1 in the amount of $ 105,037,00 covers the cost based on the lowest bidder, Bacallao Construction and Engineering Development, LLC. of $ 105,036.54.

Attachments:

A. Recommendation, FDOT Concurrence with recommendation
B. ITB# 2021-11-002
C. Proposal – Bacallao Construction and Engineering Development, LLC.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC. INFRASTRUCTURE WORK BASED ON PLANS APPROVED UNDER THE SAFE ROUTES TO SCHOOL PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE COMPANY IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND THIRTY-SIX DOLLARS AND FIFTY-FOUR CENTS, ($ 105,036.54); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village received a grant from the Florida Department of Transportation Safe Routes to School Program, Federal Aid Project Number 431503-1, on June 2, 2017 in the amount of $105,037.00; and

WHEREAS, after completion of the architectural plans from R.J. Behar & Associates, Inc. and the approval to publish from FDOT, the Village advertised on December 2, 2020, seeking Contractors with FDOT grant experience to bid on the infrastructure project; and

WHEREAS, on January 6, 2021, the Village received two (2) bids in response; and

WHEREAS, Bacallao Construction and Engineering Development, LLC. was the lowest most responsive responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute an agreement with Bacallao Construction and Engineering Development, LLC. based on their bid in the amount of $ 105,036.54.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of October 2021.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Mr. Nick Marano, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 9/30/2021

ITB#: ITB# 2021-11-002 **Item/Service:** Safe Routes to School (SRTS) Infrastructure Priority 2 - Perrine Elementary

Attach please find the tabulation and the Concurrence to Award from FDOT

I. Procurement Comments:

There was a total of (2) bids received. Waypoint Contracting, Inc. and Bacallao Construction and Engineering Development, LLC.

II. Recommendation:

a. Which bid is being recommended? Bacallao Construction and Engineering Development, LLC.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes __X__ No ____

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held October 4, 2021.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

DocuSign Envelope ID: BFAFF211-5935-49B8-9C39-53A0BA1EF940

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

KEVIN J. THIBAULT, P.E.
SECRETARY

July 23, 2021

Dionisio Torres, P.E.,
Director of Public Works
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Subject: **Concurrence Letter for Construction Award**
SRTS to School Coral Reef, Howard Drive and Perrine
FM # 431503-1-58-01
Contract: G0L99
Federal ID: D617-016-B
County: Miami-Dade

Dear Mr. Torres:

The Florida Department of Transportation (FDOT) has received from the Village of Palmetto Bay (Village) the bid tabulation and request for award concurrence for the subject project. This letter serves as a concurrence from FDOT to Village to proceed with the award recommendation to Bacallao Construction & Engineering Development, LLC, Inc.

Please be advised that, per 23 CFR 635.116 (b), all subcontractor's contracts must be reviewed and approved by the Department prior to execution by the prime contractor.

Attached please find:

- The FDOT Performance Evaluation form, which is administered during the execution and management of the subject project and finalized at project closeout.
- An Excel workbook containing Invoicing instructions and templates for LAP reimbursement requests.

Please contact Alina Philipp at (305) 470-5141 if you have any questions or concerns.

Sincerely,

DocuSigned by:
Xiomara Nunez
D2C7EE0EF9FA4D7...

Xiomara Nunez, MBA, PMP
District Local Program Administrator

Attachments:
Invoicing Instructions and Templates Workbook
Cc: D6 Local Programs Office Project File

INVITATION TO BID

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Safe Route to School (SRTS) Infrastructure Priority 2 - Perrine Elementary Schools

ITB NO.:

2021-11-002

DUE DATE:

Wednesday, January 6, 2021 (3:00 PM Local Time)

ISSUED:

Wednesday, December 2, 2020

PROJECT INFORMATION:

Federal Aid Project No.:	431503-1
F.A.P. No. (Construction):	D617-016-B
Financial Management No.:	ARJ76
Contract Number:	2021-11-002

CONTACT PERSONS:

Director
Dionisio Torres
Public Service Department
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Procurement Division-Village Managers Office
LPittser@palmettobay-fl.gov

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The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this ITB as though fully set forth herein.

SECTION 01: INSTRUCTIONS TO BIDDERS

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE BID REACHES THE VILLAGE OF PALMETTO BAY OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1.1 AD SOLICITATION

SAFE ROUTE TO SCHOOL (SRTS) INFRASTRUCTURE IMPROVEMENTS
PERRINE ELEMENTARY SCHOOL
ITB #2021-11-002

The Village of Palmetto Bay, Florida is soliciting bids from FDOT pre-qualified proposers under Rule 14-22 of the F.A.C. to provide construction improvements for the Village of Palmetto Bay *SAFE ROUTE TO SCHOOL (SRTS) INFRASTRUCTURE IMPROVEMENTS PERRINE ELEMENTARY SCHOOL*. **The Village will receive sealed bids no later than 3:00 p.m. on or before Wednesday the 6th day of January, 2021 (late submittals will not be accepted) by the Village Clerk at, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157,** at which time they will be publicly opened and announced.

A mandatory pre-bid meeting will take place at the Municipal Building, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 on **Tuesday, December 15, 2020 at 10:00 a.m.** OR if the Village remains closed to the public, additional arrangements will be made. Further instructions are stated in the proposal document. **The Bid opening will take place on Wednesday, January 6, 2021 at 3 p.m.**

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation To Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

Bid documents may be obtained on or after Wednesday , December 2nd, 2020. The bid documents may be obtained by visiting our website www.palmettobay-fl.gov and under “Business” scroll down and click Bids & ITB’s. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

The method of bidding is lowest responsible responsive bidder.

[Remainder of Page Intentionally Left Blank]

1.2 SCHEDULE OF EVENTS

Below is the current schedule of the remaining events that will take place in the selection process. The **Village of Palmetto Bay** reserves the right to make changes or alterations to the schedule as the **Village of Palmetto Bay** determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the **Village of Palmetto Bay**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

SOLICITATION

CONSTRUCTION

Date	Event
Wednesday, December 2, 2020	Release of Solicitation
Tuesday, December 15, 2020	****Mandatory pre-bid meeting at 10:00 a.m. local time at Village of Palmetto Bay Village Hall, 9705 E. Hibiscus St, Palmetto Bay, FL 33157.
Wednesday, December 30 2020	Final deadline for submission of questions/information
Wednesday, January 6, 2021	Bid Opening at 3:00pm Local Time, Village of Palmetto Bay, Village Hall, 9705 E. Hibiscus St, Palmetto Bay 33157
Monday, March 1, 2021	Anticipated Award Date
Wednesday, March 10, 2021	Anticipated Execution Date
March 2021 to May 2021	Period to obtain permits (3 months)
May/June 2021	Construction to begin
Friday, October 29, 2021	Project to be completed

- **The Village of Palmetto Bay reserves the right to modify any of the dates/times listed above.**

****** Due to COVID-19, if you are interested in participating, please email Lpittser@palmettobay-fl.gov at least five (5) days before the meeting takes place. The Village will accommodate the meeting virtually if needed or give you further instructions**

1.3 PURPOSE

1.3.1 The Village of Palmetto Bay (VILLAGE) intends to secure a source of services/supply (s) that will provide the best value to the VILLAGE. The VILLAGE reserves the right to award the contract to the lowest responsible responsive bidder.

1.4 BID PROCEDURE

1.4.1 PROPOSER's shall use the Bid Form(s) furnished by the VILLAGE. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid may invalidate the Bid. PROPOSER shall deliver to the VILLAGE, as Bid package:

1. This entire project manual, with all sections executed.

2. A copy of all issued addendum(s)

3 One Original and two (2) Copies plus a CD or Flash Drive with electronic file of the Bid Form completely executed

4. Bid Security, (Bid Bond or cashier's check) attached to the front inside cover of the project manual

5. Certificates of Competencies

6. Certificate Of Insurance and or Letter of Insurability

7. Schedule of Value (Bid Form)

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the PROPOSER's name and address.

1.4.2 Bids having an erasure or corrections must be initialed by the PROPOSER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

1.4.3 Any questions concerning the Bid Specifications or any required need for clarification must be made to the Village of Palmetto Procurement Specialist in writing, at least five (5) days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by consultant in response to such questions will be issued by an addenda mailed or delivered to all parties listed on the official PROPOSER's list as having received the bidding documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a PROPOSER from submitting their Bid on the required date and time as publicly noted.

1.4.4 PROPOSER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the VILLAGE.

1.4.5 Guaranties: no guarantee or warranty is given or implied by the VILLAGE as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The VILLAGE reserves the right to reasonably increase or decrease quantities as required. The prices offered herein, and the percentage rate of discount applies to other representative items not listed in this Bid.

1.5 BID SECURITY

1.5.1 **Bonding Requirements:** The PROPOSER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of 5% of the total amount of the base Bid. A company or personal check shall not be deemed a valid Bid Security.

1.6 AWARD OF CONTRACT

1.6.1 **Award of Bids:** the VILLAGE reserves the right to accept or reject any and / or all bids or parts of bids to waive any informality, irregularities or technicalities to re-advertise for bids, or take any other actions that may be deemed necessary. The VILLAGE also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the Village Council. In addition, each Proposer agrees to waive any claim it has or may have against the VILLAGE, the CONSULTANT, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid and Award of Contract.

1.6.2 **Evaluation of Bids:** the VILLAGE reserves the right to inspect any / all PROPOSER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the PROPOSER, experience, staffing, equipment, materials, references, and past history of service to the VILLAGE and / or with other units of state, and / or local governments, or comparable private entities, will be taken

into consideration in the Award of the Contract.

1.6.3 **Hold Harmless:** The PROPOSER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of 5% of the total amount of the base Bid. A company or personal check shall not be deemed a valid Bid Security.

1.7 POST BID INFORMATION

1.7.1 **Protest Procedures:** A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 e. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ITB, ISQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

The notice of decision to award an RFP, RFQ, ITB or bid will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting held the first Monday of each month or any duly established special Village Council meeting. The official posting of this notice will be at the beginning of the Council meeting where said decision will be voted upon by the Village Council. Any person who is adversely affected by the VILLAGE's decision shall file with the VILLAGE a notice of intent to protest in writing within 5 days after the posting of the notice of decision.

The formal written protest shall be filed with 10 days after the date the notice of intent to protest is filed. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed or filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes, see Chapter 18, section 18.6.3 B ii. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the ten (10) day periods provided by this paragraph.

Complete provisions of the above can be found in section 120.57(3), Florida Statutes.

1.7.2 **Cancellation:** failure on the part of the PROPOSER to comply with the conditions, specifications, requirements, and terms as determined by the VILLAGE, shall be just cause for cancellation of the Award.

1.7.3 **Disputes:** if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the VILLAGE 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 Village Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

1.7.4 **Default Provision:** in case of default by the PROPOSER or CONTRACTOR, the VILLAGE procures the articles or services from other sources and hold the PROPOSER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

1.7.5 **Indemnification:** To the extent provided by law, the CONTRACTOR shall indemnify, defend, and hold harmless the VILLAGE and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions. Claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONTRACTOR, or any of it's officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONTRACTOR hereunder to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the VILLAGE for the negligent acts or omissions of the VILLAGE, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

1.7.6 **Assignment:** the CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Village Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this contract, CONTRACTOR shall promptly notify VILLAGE in writing of such change in ownership or control at least thirty (30) days prior to such change and VILLAGE shall have the right to terminate the contract upon sixty (60) days written notice, at VILLAGE's sole discretion.

1.8 LIABILITY AND INSURANCE

1.8.1 Liability, Insurance, Licenses & Permits: where PROPOSER's are required to enter onto VILLAGE property to deliver materials or to perform work or services as a result of a Bid award, the PROPOSER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The PROPOSER shall be liable for any damages or loss to the VILLAGE occasioned by negligence of the PROPOSER (or their agent) or any person the PROPOSER has designated in the completion of their contract as a result of the Bid. CONTRACTOR shall be required to furnish a certified copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County Code, or Village of Palmetto Bay Code. CONTRACTORS shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the VILLAGE along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

1.8.2 PROPOSER shall furnish to the Procurement Specialist, Village of Palmetto Bay, 9705 E Hibiscus Street., Palmetto Bay, Florida 33157, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the VILLAGE , for those coverage types and amounts equal to 100% of the requirements and shall be presented to the VILLAGE prior to issuance of any Contract(s) or Award(s) Document(s). The Village of Palmetto Bay and Florida Department of Transportation (FDOT) shall be named as "additional insured" with respect to this coverage.

1.8.3 At the time of Bid submission the PROPOSER must submit certificates of insurance, or evidence of insurability in the form of a letter from PROPOSER's insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions. All required insurances shall name the Village of Palmetto Bay and FDOT as additional insured.

1.8.4 All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the PROPOSER and insurer to notify the finance support services director of the VILLAGE of cancellation, lapse, or material modification of any insurance policies insuring the PROPOSER, which relate to the activities of such vendor and the Village of Palmetto Bay. Such notification shall be in writing and shall be submitted to the Village Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

1.8.5 Failure to fully and satisfactorily comply with the VILLAGE's insurance and bonding requirements set forth herein will authorize the Village Manager to implement a rescission of the Bid award without further Village Council action. The PROPOSER hereby holds the VILLAGE harmless and agrees to indemnify VILLAGE and covenants not to sue the VILLAGE by virtue of such rescission.

1.8.6 The PROPOSER shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss as specified below. The insurance coverage shall include a minimum of:

A. Professional Liability Insurance in the amount of $1,000,000.00 with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROPOSER shall become legally obligated to pay as damages for claims arising out of the services performed by the PROPOSER or any person employed by him/her in connection with this agreement. This insurance shall be maintained for three (3) years after completion of the construction and acceptance of any project covered by this agreement. However, the PROPOSER may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automotive liability, completed operations and products liability, contractual liability, severability of interest with cross liability and property damage liability with limits of $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village and FDOT as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded in a form nor more restrictive than the latest edition of the Commercial General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of $500,000 per accident.

1.8.7 The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right 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 to the Village.

1.8.8 The PROPOSER shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the PROPOSER has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the

policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

1.8.9 The Village is to be specifically included as an additional insured for the liability of the Village resulting from operations performed by or on behalf of PROPOSER in performance of this or any project agreement. PROPOSER's insurance, including that applicable to the Village and FDOT as an additional insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to PROPOSER's insurance. PROPOSER's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies has been issued to each.

1.8.10 Prior to the execution of this agreement, PROPOSER shall provide the Village manager with evidence of insurability from the PROPOSER's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the PROPOSER shall provide to the Village Manager, certificates of insurance evidencing the required insurance coverage. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by the and any project agreement. The Village reserves the right to require the PROPOSER to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the Village Manager.

1.8.11 Compliance with the foregoing requirements shall not relieve the PROPOSER of its liability and obligations under any awarded agreement.

1.8.12 All deductibles or self-insured retentions must be declared to and be approved by the Village manager. The PROPOSER shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Village Manager may require the PROPOSER, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the Proposers' deductible for professional liability insurance.

1.9 CONTRACT BONDS

1.9.1 **Bid Guaranty:** The successful PROPOSER shall execute the Contract (Agreement) and provide the required Certificates of Insurance within ten (10) calendar days of notification of the award by the VILLAGE. Bond forms are found on pages 151-159.

The PROPOSER who has the Contract awarded to them and who fails to execute the Contract and furnish the Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the VILLAGE, and it is agreed that this sum is a fair estimate of the amount of damages the VILLAGE will sustain in case the PROPOSER fails to enter into the Contract as herein before provided. Bid 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 Bid Bond.

1.10 MATERIAL USE, PRICING, AND DELIVERY

1.10.1 **Material:** material(s) delivered to the VILLAGE under this proposal shall remain the property of the seller until accepted to the satisfaction of the VILLAGE. In the event materials supplied to VILLAGE are found to be defective or do not conform to specifications, the VILLAGE reserves the right to return the product (s) to the seller at the sellers' expense.

1.10.2 **Brand Names:** products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The VILLAGE shall be the sole judge concerning the merits of items Bid as equals.

1.10.3 **Samples:** samples of items, when required, must be furnished by the PROPOSER free of charge to the VILLAGE. Each individual sample must be labeled with the PROPOSER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The VILLAGE will not be responsible for returning samples.

1.10.4 **Warranty / Guaranty:** successful PROPOSER shall act as agent for the VILLAGE in the follow-up and compliance of all items under Warranty / Guarantee and complete all forms for Warranty / Guarantee coverage under this Contract. PROPOSER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

1.10.5 **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 Bid prior to their delivery, it shall be the responsibility of the successful PROPOSER to notify the VILLAGE at once, indicating in their letter the specific regulation which required an alteration. The VILLAGE reserves the right to accept any

such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the VILLAGE.

1.10.6 **Copyrights and / or Patent Rights:** PROPOSER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify VILLAGE from any and all liability, loss, or expense occasioned by any such violation.

1.10.7 **Safety Standards:** the PROPOSER warrants that the product(s) supplied to the VILLAGE conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.

1.10.8 **Pricing:** prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the VILLAGE reserves the right to make the final determination at the lowest net cost to the VILLAGE.

1.10.9 **Taxes:** PROPOSER shall include all applicable taxes in Bid.

1.10.10 **Delivery:** all items shall be delivered freight on board (f.o.b.) destination (i.e. at a specific Village of Palmetto Bay address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted. When practical, the VILLAGE may make pick-ups at the vendors' place of business.

1.10.11 **Mistake:** if there is a discrepancy in the parts calculated by lump sum, the part(s) will prevail, and the extensions adjusted to coincide. PROPOSER's are responsible for checking their calculations. Failure to do so will be at the PROPOSER's risk, and errors will not release the PROPOSER from their responsibility as noted herein.

1.10.12 **Payments:** payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Payments will be made in a lump sum to contractors upon receipt of invoice.

1.10.13 **Non-conformance to Contract:** the VILLAGE 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) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the VILLAGE shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

1.11 CONE OF SILENCE PROVISIONS

1.11.1 Notwithstanding any other provision of these specifications, the provisions of VILLAGE "Cone of Silence" is applicable to this transaction. The "Cone of Silence," as used herein, means

a prohibition on any communication regarding a particular Request for Proposal (RFP). Request for Qualification (RFQ), Invitation To Bid (ITB) or bid, between:

A potential vendor, service provider, Proposer, lobbyist, or consultant, and: the Village Council, VILLAGE's professional staff including, but not limited to, the Village Manager and his or her staff, any member of the Village's selection or evaluation committee.

1.11.2 The Cone of Silence shall be imposed upon each RFP, RFQ, ITB and bid after the advertisement of said RFP, RFQ, ITB or bid.

1.11.3 The Cone of Silence shall terminate at the beginning of the Village Council meeting at which time the Village Manager makes his or her written recommendation to the Village Council. However, if the Village Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

1.11.4 **The Cone of Silence shall not apply to:**
(1) oral communications at pre-bid conferences;
(2) oral presentations before selection or evaluation committees:
(3) public presentations made to the Village Council during any duly noticed public meeting;
(4) communication in writing at any time with any Village employee, unless specifically prohibited by the applicable RFP, RFQ, ITB or bid documents. The proposer or proposer shall file a copy of any written communication with the Village Clerk. The village Clerk shall make copies available to any person upon request;
(5) communications regarding a particular RFP, RFQ, ITB or bid between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process for such RFP, RFQ, ITB or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
(6) communications with the Village Attorney and his or her staff;
(7) 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 the Village Manager makes his or her written recommendation;
(8) any emergency procurement of goods or services pursuant to Village Code;
(9) responses to the VILLAGE
S request for clarification or additional information;
(10) contract negotiations during any duly noticed public meeting;
(11) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

1.11.5 Please contact the Village Attorney for any questions concerning Cone of Silence compliance - Provided upon request.

1.11.6 violation of the Cone of Silence by a particular Proposer or proposer shall render any RFP award, RFQ award, ITB award or bid award to said Proposer or proposer voidable by the Village Council and/or Village Manager.

1.12 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

1.12.1 Pursuant to Village Code, vendors of the VILLAGE are prohibited from in any way providing campaign contributions to Village Council candidates.

1.12.2 Village Code. Prohibited campaign contributions by vendors.

(1) General, prohibition, disqualification, definitions.

a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Council. Commencing on the effective date of this article, all proposed VILLAGE contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), invitation to bid (ITB), requests for letters of interest (RFLI), or solicitations of bids issued by the VILLAGE, shall incorporated notice of this section so as to notify potential vendors of the proscription embodied herein.

b. No candidate or campaign committee of a candidate for the Offices of Mayor or Council, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the Village of Palmetto Bay website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the Village website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the VILLAGE.

(c.) Each PROPOSER is placed on notice of the four (4) year prohibition contained in the Village's Charter on lobbying after providing campaign contribution to successful Village Elected official. Village Charter, Section 7.6.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a

candidate's campaign account in violation of this section shall be forfeited to the VILLAGE's general revenue fund.

(3) a. A person or entity, other than an existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Council shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the VILLAGE. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Council, shall be disqualified from serving as a vendor with the VILLAGE for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the Village Council pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the VILLAGE as to any other goods, equipment or services to be provided by the vendor to the VILLAGE, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the VILLAGE during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the VILLAGE, subject to the applicable waiver provisions of subsection (b) herein; and

2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the VILLAGE, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. *Vendor.*

1. A "vendor" is a person and/or entity who has been selected by the VILLAGE as the successful Proposer on a present or pending bid to provide to the VILLAGE goods, equipment or services, or has been approved by the VILLAGE of a present or pending award to provide to the VILLAGE goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.

2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the 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. The term "firm" shall mean a corporation, partnership, business trust or any

legal entity other than a natural person.

3. "Vendor" shall not include Village officers or employees.

4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the VILLAGE, including, but not limited to, the provision of lobbying services to the VILLAGE.

c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

(1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the Village Council for a particular transaction after a public hearing, upon finding that:

a. The goods, equipment or services to be involved in the proposed transaction are unique and the VILLAGE cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

b. The business entity involved in the proposed transaction is the sole source of supply as determined by the Village Manager in accordance with procedures established by the Village Manager; or

c. An emergency contract must be made in order to protect the health, safety or welfare of the citizens of the VILLAGE; or

d. A contract for the provision of goods, equipment or services exists which, if terminated by the VILLAGE would be substantially adverse to the best economic interests of the VILLAGE.

(2) *Limited waiver.* Notwithstanding the denial of the Village Council of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the Village Council, may by the affirmative vote of five members of the Village Council after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the VILLAGE upon finding that in order to protect the health, safety and welfare of the citizens of the VILLAGE, it is necessary that the affected contract be continued for a limited duration (not to exceed

a period of six months) in order for the VILLAGE to obtain a replacement vendor.

(3) *Full disclosure.* Any grant of a waiver or limited waiver by the Village Council must first be supported with a full disclosure of the subject campaign contribution.

(c) *Implementation.* The Village Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and posting of an official VILLAGE vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of $250.00 for the first violation, and $500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.

END OF SECTION

SECTION 02: GENERAL CONDITIONS

2.1 ARTICLE I - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the VILLAGE of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the VILLAGE and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

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

Application for Payment: The form furnished by the VILLAGE which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the VILLAGE.

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

Proposer: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

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

Contractor's Engineer of Record: A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75.

Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer: A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

VILLAGE: Village of Palmetto Bay, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157.

Contract Documents: Contract Documents shall include, Instructions to BIDDERS, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders, Contractors Agreement and Acknowledgment of Conformance with the Village of Palmetto Bay.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract Documents.

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

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the Village's governing body.

Contractor: The person, firm or corporation with whom the VILLAGE has executed the Agreement.

Consultant: The person, firm or corporation that is an authorized representative of the Village of Palmetto Bay.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

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 and are referred to in the Contract Documents.

Field Order: A written order issued by the VILLAGE which clarifies or interprets the Contract Documents with minor changes in the Work.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the VILLAGE or (d) a written order for minor change or alteration in the Work issued by the VILLAGE. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by VILLAGE to the apparent successful PROPOSER stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, VILLAGE will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by VILLAGE to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Project Inspector: An authorized representative of the VILLAGE assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the VILLAGE as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Printout: 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 scope of 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 site.

Substantial Completion: The date as certified by the VILLAGE 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 specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the scope of work assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written 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 or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the VILLAGE under this Contract shall be delivered to the VILLAGE.

2.2 ARTICLE 2 - PRELIMINARY MATTERS

2.2.1 **Award:**

The VILLAGE reserves the right to reject any and all Bids. Bids shall be awarded by the VILLAGE to the PROPOSER that provides the lowest responsible bid; after the VILLAGE performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the VILLAGE has concluded any investigation(s) as they deem necessary to establish the PROPOSER'S capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the VILLAGE's established standards, as well as the financial capability of the PROPOSER to perform the Work in accordance with the Contract Documents to the satisfaction of the VILLAGE within the time prescribed. The VILLAGE reserves the right to reject the Bid of any PROPOSER on the basis of these queries and investigations. In analyzing Bids, the VILLAGE will also take into consideration client references, past work experience and work product, proven ability to satisfactorily design and build the Pedestrian Crosswalk Improvements to VILLAGE standards; and alternate and lump sums if requested by the Bid forms. If the Contract is awarded, the VILLAGE will issue the Notice of Award and give the successful PROPOSER a Contract for execution within ninety (90) days after opening of Bids.

2.2.2 **Execution of Agreement:**

At least three counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the VILLAGE within ten (10) calendar days of receipt of the Notice of Award.

2.2.3 **Forfeiture of Bid Security/Performance and Payment Bond:**

Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish Insurance Certificates containing all the provisions of insurance stipulated in this document. Failure of the successful PROPOSER to execute and deliver the Agreement and deliver the required Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the VILLAGE to annul the Notice of Award and declare the Bid and any security therefore forfeited.

2.2.4 **Contractor's Pre-Start Representation:**

CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, scope of Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents.

2.2.5 **Commencement of Contract Time:**

The Contract Time will commence to run on the date the Agreement is executed and continue to run consecutively for an estimated duration of one-hundred and twenty (120) calendar days under mutual agreement of the Village and the contractor.

2.2.6 **Starting the Project:**

CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP). No Work shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the VILLAGE. No work will be done on Saturdays or Sundays without written consent of the VILLAGE or after 7 PM unless prior approval is given by the VILLAGE in writing.

2.2.7 **Before Starting Contract:**

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 which shall be approximate**. Any modifications to the proposed work, once construction has begun, will be at no cost to the VILLAGE.

2.2.8 **Schedule of Completion**

2.2.8.1 Within five (5) business days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the VILLAGE, a Schedule defining hours and/or days required to complete each section of work as outlined.

2.2.8.2 Within five (5) business days after delivery of the executed Agreement by VILLAGE to CONTRACTOR, but before starting the Work, a conference will be held to review the above schedules, and provide procedures 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 VILLAGE representative, FDOT, and the CONTRACTOR.

2.2.9 **Liquidated damages**

2.2.9.1 Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) 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 by the VILLAGE as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages

The VILLAGE shall have the right to deduct from and retain out of moneys which may be then due, or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$1,015
Over $50,000 but less than $250,000	$1,045
$250,000 but less than $500,000	$1,170
$500,000 but less than $2,500,000	$1,690
$2,500,000 but less than $5,000,000	$2,579
$5,000,000 but less than $10,000,000	$3,756
$10,000,000 but less than $15,000,000	$4,344
$15,000,000 but less than $20,000,000	$5,574
$20,000,000 and over	$10,203 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

2.3 ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.3.1 It is the intent of the Design and Construction Criteria to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the VILLAGE and the CONTRACTOR. They may be altered only by a Modification.

2.3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the VILLAGE's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to VILLAGE or CONSULTANT for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Design and Construction Specifications & Criteria. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

2.3.3 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".

2.3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, 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 VILLAGE before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications

2.3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to 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.

2.4 ARTICLE 4 - AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

2.4.1 Availability of Lands:

The VILLAGE will 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 VILLAGE unless otherwise specified in the Contract Documents.

2.5 ARTICLE 5 - INSURANCE

2.5.1 Contractor's Liability Insurance:

2.5.1.1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by VILLAGE (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

2.5.1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of worker's compensation Insurance

2.5.1.2 Comprehensive General Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. 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:

2.5.1.2.1 Premises and Operation

2.5.1.2.2 Independent Contractors

2.5.1.2.3 Products and/or Completed Operations Hazard.

2.5.1.2.4 Explosion, Collapse and Underground Hazard Coverage.

2.5.1.2.5 Broad Form Property Damaged.

2.5.1.2.6 Broad Form Contractual Coverage applicable to this Specific Contract, including any hold harmless and/or indemnification agreement.

2.5.1.2.7 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.

2.5.1.3 Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. 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 the Insurance Services Office, and must include:

2.5.1.3.1 Owned Vehicles.

2.5.1.3.2 Hired and Non-Owned Vehicles.

2.5.1.3.3 Employers' Non-Ownership.

2.5.2 Before starting the Work, the CONTRACTOR will file with the VILLAGE certificates of such insurance, acceptable to the VILLAGE; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the VILLAGE by certified mail. The VILLAGE and FDOT 0shall be named as an additional insured on the above-referenced policies.

2.5.3 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the VILLAGE.

2.5.4 **Cancellation And Re-Insurance:** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

2.5.5 All deductibles must be declared by the CONTRACTOR and must be approved by the VILLAGE. At the option of the VILLAGE, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the VILLAGE, covering the same.

2.6 ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Concerning Subcontractors:

2.6.1 The CONTRACTOR shall perform with its own employees/workforce contract work amounting to not less than 40 percent of the original contract price. The Contractor will not employ any Subcontractor, against whom the VILLAGE may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the VILLAGE, unless the VILLAGE determines that there is good cause for doing so. The CONTRACTOR and subcontractors must comply with FHWA 1273 & Davis Bacon Wages.

2.6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them 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 VILLAGE and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE 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.

2.6.3 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.

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

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

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

2.6.6.1 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 VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract Documents.

2.6.6.2 The VILLAGE will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

2.6.6.3 If in the opinion of the VILLAGE, 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 VILLAGE in writing.

Laws and Regulations:

2.6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the VILLAGE 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 VILLAGE, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

2.6.8 Cost of all applicable sales consumers, 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:

2.6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

2.6.9.1 All employees and other persons, whom may be affected thereby,

2.6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

2.6.9.3 Other property at the work area 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.

2.6.10 The **CONTRACTOR will 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 VILLAGE.

Emergencies:

2.6.11 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 VILLAGE, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the VILLAGE 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 them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may therefore make a claim.

2.6.12 The CONTRACTOR will also submit to the VILLAGE for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents.

All samples and photographs will 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.

2.6.13 At the time of each submission, the CONTRACTOR will in writing call the VILLAGE's attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

2.6.14 The VILLAGE will review with responsible promptness Photographs and Samples, but their 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 CONTRACTOR will make any corrections required by the VILLAGE and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the VILLAGE.

2.6.15 No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the VILLAGE. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the VILLAGE.

2.6.16 The VILLAGE's review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the VILLAGE's attention to each deviation at the time of submission and the VILLAGE has given written approval to the specific deviation, nor shall any review by the VILLAGE relieve the CONTRACTOR from responsibility for supplying the plant material as specified

Public Convenience and Safety:

2.6.17 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. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest addition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies and the VILLAGE 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.

Indemnification:

2.6.18 To the fullest extent of the law, the Contractor shall indemnify and hold harmless the Village, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the Contactor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Village's sovereign immunity.

2.6.19 In the event that any action or proceeding is brought against VILLAGE by reason of any such claim or demand, CONTRACTOR, upon written notice from VILLAGE shall defend such action or proceeding by counsel satisfactory to VILLAGE. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at VILLAGE's option, any and all claims of liability and all suits and actions of every name and description that may be brought against VILLAGE, excluding only those which allege that the injuries arose out of the sole negligence of VILLAGE, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

2.6.20 The obligations of the CONTRACTOR shall not extend to the liability of the VILLAGE, their 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 VILLAGE, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

2.7 ARTICLE 7 - VILLAGE'S RESPONSIBILITIES

2.7.1 The VILLAGE will issue all communications to the CONTRACTOR.

2.7.2 In cases of termination of employment of the CONTRACTOR, the VILLAGE will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

2.7.3 The VILLAGE will furnish the data required of them under the Contract Documents promptly.

2.7.4 The VILLAGE's duties in respect to providing lands and easements are set forth in Paragraphs 2.4.1.

2.8 ARTICLE 8 - CONSULTANTS' STATUS DURING CONSTRUCTION

Measurement of Quantities:

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

Rejecting Defective Work:

2.8.2 The VILLAGE will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR's expense.

Shop Drawings, Change Orders and Payments:

2.8.3 In connection with the VILLAGE's responsibility as to Shop Drawings and samples, see paragraphs 2.6.12 through 2.6.16, inclusive.

2.8.4 In connection with the VILLAGE's responsibility for Change Orders, see Articles 2.9 and 2.10.

2.8.5 In connection with the VILLAGE's responsibilities in respect of Application of Payment, etc., see Article 2.11.

Decisions on Disagreements:

2.8.6 The Village will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant's Responsibilities:

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

2.8.8 The VILLAGE will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

2.9 ARTICLE 9 - CHANGES IN THE WORK

2.9.1 Without invalidating the Agreement, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made. A Change Order signed by the CONTRACTOR indicates their agreement therewith.

2.9.2 The VILLAGE may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the VILLAGE entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 2.11 and 2.12.

2.9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle them 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 2.6.11 and except as provided in paragraph 2.10.2.

2.9.4 The VILLAGE will execute appropriate Change Orders prepared by the VILLAGE covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 2.6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the VILLAGE.

2.9.5 It is the CONTRACTOR'S responsibility to notify his 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 will furnish proof of such an adjustment to the VILLAGE.

2.10 ARTICLE 10 - CHANGE OF CONTRACT PRICE

2.10.1 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 their expense without changing the Contract Price.

2.10.2 (a) The VILLAGE 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:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the Work.

Or

(3) Directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the VILLAGE shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

(c) If any change order under this clause 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, whether or not changed by any order, an equitable adjustment shall be made, and the Contract modified in writing accordingly.

(d) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the VILLAGE a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) 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.

2.10.3 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:

2.10.3.1 By negotiated lump sum.

2.10.3.2 On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

2.10.4 The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by VILLAGE, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 2.10.5.5.

2.10.4.1 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 VILLAGE 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 VILLAGE.

2.10.4.2 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. All cash discounts shall accrue to CONTRACTOR unless VILLAGE deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the VILLAGE. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.

2.10.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by VILLAGE, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to VILLAGE who will then determine which Bids will be accepted.

2.10.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by VILLAGE 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.

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

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

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

2.10.4.8 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.

2.10.4.9 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.

2.10.5 The term Cost of the Work shall not include any of the following:

2.10.5.1 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 his principal or a branch office for general administration of the Work and not specifically included in the schedule, all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

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

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

2.10.5.4 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.

2.10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them of 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.

2.10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included.

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

2.10.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

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

2.10.6.3 A ten percent fixed fee based on the estimate of the various portions of the

Cost of the Work.

2.10.7 The amount of credit to be allowed by CONTRACTOR to VILLAGE for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the 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.

2.10.8 Whenever cost of any Work is to be determined pursuant to paragraphs 12.4 and 12.5, CONTRACTOR will submit in form prescribed by VILLAGE an itemized cost breakdown together with supporting data.

2.11 ARTICLE 11 - PAYMENTS AND COMPLETION

Payments to Contractor

2.11.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the VILLAGE a partial payment estimate filled out and signed by the CONTRACTOR covering the Work completed during the period covered by the partial lump sum payment estimate and supported by such data as the VILLAGE may reasonably require.

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 lump sum payment estimate shall also be accompanied by such supporting data, satisfactory to the VILLAGE, as will establish the VILLAGE's title to the material and equipment and protect their interest therein, including applicable insurance. The VILLAGE will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the VILLAGE, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The VILLAGE, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The VILLAGE may retain ten (10) percent of the amount of each payment that exceeds 75% of the Contract Time until final completion and acceptance of all Work covered by the Contract Documents.

2.11.2 The VILLAGE shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the VILLAGE may require the CONTRACTOR to furnish 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 progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title

2.11.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the VILLAGE 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, subject 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.

Acceptance of Final Payment as Release

2.11.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the VILLAGE and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the VILLAGE and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

2.12 ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION

2.12.1 The VILLAGE may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they therefore make a claim.

Work During Inclement Weather

2.12.2 No Work shall be done under these specifications except by permission of the VILLAGE when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the VILLAGE, shall suspend all Work until instructed to resume operations by the VILLAGE and the Contract Time, shall be extended to cover the duration of the order.

Village May Terminate

2.12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to

make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the VILLAGE, or if they otherwise violate any provision of the Contract Documents, then the VILLAGE may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) 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 they 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 will pay the difference to the VILLAGE. Such costs incurred by the VILLAGE will be determined by the VILLAGE 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 VILLAGE and the CONTRACTOR shall be the same as if the termination had been issued.

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

2.12.5 Upon seven (7) days written notice to the CONTRACTOR, the VILLAGE may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the VILLAGE as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment

2.12.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the VILLAGE, shall promptly remove any part or all of his equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. 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

2.12.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court of other public authority, or the CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails to pay the CONTRACTOR any sum approved by the

VILLAGE, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the VILLAGE, terminate the Agreement. The VILLAGE may remedy the delay or neglect within the twenty (20) calendar day time frame. If timely remedied by the VILLAGE the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the VILLAGE has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar day notice to the VILLAGE and the CONSULTANT stop the Work until they have been paid all amounts then due.

2.13 ARTICLE 13 - MISCELLANEOUS

2.13.1 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 business address known to them who gives the notice.

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

2.13.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the VILLAGE and there under, 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.

2.13.4 Should the VILLAGE 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 a reasonable time of the first observance of such in- jury or damage.

2.13.5 Both the VILLAGE and the CONTRACTOR agree to comply with 20.055 (5) Florida Statute that states “it is the duty of every state officer, employee, agency, special district, board commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

2.14 ARTICLE 14 - WAIVER OF JURY TRIAL

2.14.1 VILLAGE 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 based upon the Contract Documents or the performance of the Work thereunder.

2.15 ARTICLE 15 - ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

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

2.15.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.

2.15.3 If either the VILLAGE or CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

2.16 ARTICLE 16 - PROJECT RECORDS

2.16.1 VILLAGE shall have right to inspect and copy during regular business hours at VILLAGE'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 VILLAGE all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years after final payment of the Project is made. During the Project and the five (5) year period following final completion of the Project, CONTRACTOR shall provide VILLAGE access to its books and records upon five (5) days written notice.

2.17 ARTICLE 17 - SEVERABILITY

2.17.1 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.

2.18 ARTICLE 18 - INDEPENDENT CONTRACTOR

2.18.1 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 VILLAGE. 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.

2.19 ARTICLE 19 – DEFAULT AND TERMINATION OF CONTRACT

2.19.1 DETERMINATION OF DEFAULT:

The following acts or omissions constitute acts of default and, except as to subparagraph (i), the Village will give notice, in writing, to the Contractor and its Surety for any delay, neglect or default, if the Contractor:

(a) If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed;

(b) Or fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the project schedule;

(c) Or performs the Work unsuitably, or neglects or refuses to remove Materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;

(d) Or discontinues the prosecution of the Work; or fails to resume Work which has been discontinued within a reasonable time after notice to do so;

(e) Or fails to pay timely its Subcontractors, Suppliers or laborers; or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) Or allows any final judgment to stand against it unsatisfied for a period of ten (10) Calendar Days;

(g) Or makes an assignment for the benefit of creditors;

(h) Or fails to comply with Contract requirements regarding minimum wage payments or EEO requirements, if applicable;

(i) Or fails to comply with the Engineer's written suspension of Work Order within the time allowed for compliance and which time is stated in that suspension of Work Order;

(j) Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the Surety executing the Contract Bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Village;

(k) Or fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

(l) Or fails to comply with the provisions of Chapter 119, Florida Statues.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of ten (10) Calendar Days after receiving the notice described above, does not

proceed to correct the default, the Village may give notice of default in writing to the Contractor and the Surety (where applicable) stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, the Village will have full power and authority to remove the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, the Village may require the Contractor's Surety to take over and complete the Contract performance. Upon the failure or refusal of the Surety to assume the Contract within the time demanded, the Village may take over the Work covered by the Contract.

Regarding subparagraph (i), if the Contractor fails to comply with the Village's written suspension of Work Order within the time allowed for compliance and which time is stated in that suspension of Work Order, the Village will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the Work out of the hands of the Contractor and to declare the Contractor in default. The Village shall have no liability for profits (including anticipated profits) related to unfinished Work on a Contract terminated for default.

Regarding subparagraph (l), if the Contractor fails to comply with the provisions of Chapter 119, Florida Statues, the Village will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Village of Palmetto Bay has no liability for anticipated profits for unfinished work on a Contract that the Village has determined to be in default.

Notwithstanding the above, the Village reserves the right to declare the Contractor (or its "affiliate") in default and immediately terminate the Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. Village's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" extends to and is expressly applicable to any and all Village Contracts that were either advertised for proposal; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Village terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed Work up to the date of termination.

Further, the Contractor shall be liable for any and all additional costs and expenses the Village incurs in completing the Work after such termination.

2.19.2 TERMINATION OF CONTRACT FOR CONVENIENCE: The Village of Palmetto Bay may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either the Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President of the United States relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation, and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for Work completed, at the Contract Lump Sum (where applicable), and according to the provisions set forth in section 4 for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract Lump Sums (where applicable); the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by the Village, and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by the Village.

Termination of the Contract, or a portion thereof, under the provisions of this Section, shall not relieve the Contractor of Contractor’s responsibilities for the completed portion, nor shall it relieve Contractor’s Surety of its obligation for, and concerning any just claims arising out of, the Work performed.

2.19.3 **LEGAL REMEDIES**

In addition to any of the remedies described in the elsewhere in the Contract, if the Contractor materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Recipient may take one or more of the following actions.

i. Temporarily withhold payments pending correction of the deficiency by the Contractor.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend or terminate this Contract. iv. Take other remedies that may be legally available. The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Recipient shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Contract.

END OF SECTION

SECTION 03: SPECIAL CONDITIONS

3.1 PERMITS/UTILITIES:

The CONTRACTOR shall obtain all permits necessary to conduct this project. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site.

3.2 HOURS OF WORK:

CONTRACTOR will perform work Monday through Friday, excluding VILLAGE holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is received from The VILLAGE.

3.3 EMPLOYEES:

CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the Village of Palmetto Bay. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the VILLAGE may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on VILLAGE property is not in the best interest of the VILLAGE. VILLAGE shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the VILLAGE's representatives.

3.4 SUB-CONTRACTORS, SUPPLIERS and OTHERS:

Prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the VILLAGE, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. VILLAGE shall notify the CONTRACTOR, in writing, of any proposed person or entity to which VILLAGE has an objection. The CONTRACTOR shall not contract with

a proposed person or entity to which The VILLAGE has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if VILLAGE makes objection to the change.

The CONTRACTOR shall be fully responsible to VILLAGE for all acts and omissions of the CONTRACTOR, its employees, Subcontractors, suppliers, other persons directly or indirectly employed by its Subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of VILLAGE to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

The CONTRACTOR shall perform with its own employees/workforce contract work amounting to not less than 30 percent of the original contract price. All Work performed for the CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

3.5 PROTECTION:

All work in fulfillment of this project shall be performed on VILLAGE property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the Village of Palmetto Bay prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, and trees.

CONTRACTOR shall notify the Public Service Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

3.6 SECURITY

The CONTRACTOR is responsible for project security. CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

3.7 TEMPORARY INTERRUPTION

The CONTRACTOR shall notify the Public Service Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by CONTRACTOR to such utilities and shall restore them to service promptly as soon as the Work interruption has ended.

3.8 MATERIALS:

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

3.9 ON-SITE SURVEY:

CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans and shall provide the VILLAGE with a set of certified as-built plans at CONTRACTOR's expense.

3.10 STORAGE OF MATERIALS:

The CONTRACTOR shall store materials, at the CONTRACTORS expense, in areas approved by the VILLAGE. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the VILLAGE, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the VILLAGE.

3.11 SALVAGEABLE MATERIAL:

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the VILLAGE and be turned over to the VILLAGE. All material and/or equipment not in salvageable condition as determined by the Village Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the VILLAGE.

3.12 NOTIFICATION TO RESIDENTS:

CONTRACTOR shall notify residents directly impacted by the project (including MOT), in writing, ten (10) working days prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event CONTRACTOR changes schedule or duration of work, CONTRACTOR must notify resident, in writing, of such changes. CONTRACTOR must provide a copy of all notifications to the VILLAGE.

END OF SECTION

SECTION 04: SCOPE OF SERVICES

The Village of Palmetto Bay, Florida has issued this Invitation To Bid (ITB) to solicit competitive bids and proposals from qualified Contractor for Safe Routes to School (SRTS) Improvements near and around Perrine Elementary 8851 SW 168th Street, Palmetto Bay, FL 33157.

4.1 DEFINITIONS

Department means State of Florida Department of Transportation.

Local Agency/Village of Palmetto Bay means a unit of government with less than statewide jurisdiction or any officially designated public agency or authority of such a unit of government that has the responsibility for planning, construction, operation or maintenance of, or jurisdiction over, a transportation facility. The term includes, but is not limited to, a county, an incorporated municipality, a metropolitan planning organization (MPO), an expressway or transportation authority, a road and bridge district, a special road and bridge district or a regional governmental unit.

USDOT means United States Department of Transportation.

4.2 DESCRIPTION OF WORK

The project shall include but not be limited to, the installation of plastic delineators, ADA ramps with detectable warning pads on walking surface, sidewalks, crosswalk pavement markings, signage, and solar powered pedestrian crossing signals. See attached plans after page 188.

4.2.1 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the Village, any required modification of permits acquired by the Village, maintenance of traffic, demolition, and construction on or before the date indicated in their proposal. The Contractor will coordinate all utility relocations.

The Contractor is hereby made aware that **all conditions** in the ITB are made part of the Agreement and in turn the Agreement is made a part of the ITB.

The Construction Criteria sets forth requirements regarding survey, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as Village and county government, utilities and environmental permitting agencies and the public.

The Contractor shall demonstrate good project management practices while working on this project. These include communication with the Village and others as necessary, management of

time and resources and documentation.

The Proposer shall be responsible for verifying and supplementing as necessary the information provided by the Village of Palmetto Bay.

The selected Contractor shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required Work.

The Work under the Contract shall commence upon receipt of a written Notice to Proceed ("NTP") from the Village of Palmetto Bay.

The Project has an estimated duration of one-hundred and twenty (120) Calendar Days.

This Solicitation is under the "Cone of Silence". Please refer to the section herein entitled.

4.2.2 VILLAGE OF PALMETTO BAY RESPONSIBILITY

Village of Palmetto Bay, by separate solicitation, will utilize the services of other consultants to assist the Village in providing contract administration, management services, CE&I Services and technical reviews of the Work associated with the Project.

Village of Palmetto Bay is providing herein typical section relevant and necessary for Proposers to prepare a Price Proposal for the Project. The exact limits of construction are specified in the construction plans.

END OF SECTION

SECTION 05: THRESHOLD REQUIREMENTS.

5.1 QUALIFICATIONS

Proposers are required to be pre-qualified in all work types required for the project. All qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-22, based on the applicable category of the project, must be satisfied.

Proposers shall demonstrate compliance with the following Pre-Qualification Requirements as detailed below and Proposers failing to meet these requirements shall be deemed non responsive.

The Proposer and/or its Subcontractors shall, from the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following requirements as stated in this ITB.

5.2 PRE-QUALIFICATION CRITERIA

5.2.1 The Contractor and/or its Subcontractors shall be prequalified pursuant to Rule 14-22 of the Florida Administrative Code (F.A.C.), as applicable, in the following types of Work and so demonstrate it in its proposal by submitting supportive documentation acceptable to **Village of Palmetto Bay** (including FDOT "L. Odom" letters):

A. RULE 14-22 OF THE FLORIDA ADMINISTRATIVE CODE (F.A.C.)

Please note that **prior to award,** the Contractor and/or its Subcontractors shall be prequalified, at a minimum, under Rule 14-22 of the Florida Administrative Code (F.A.C.), in the following types of work in order to be considered responsive:

- Grading (minor),
- Portland Cement Concrete (major),
- Flexible Paving (major),
- Hot Plant-Mix Bituminous Courses (major), and
- Traffic Signal (minor)

5.3 ADDITIONAL SUBMITTAL REQUIREMENTS

5.3.1 The Contractor must provide the location of the Proposer's office(s). If the Proposer has offices outside Miami-Dade County, the Proposer shall submit an affirmative statement confirming that, if selected, it will have a representative on site during all mandatory local meetings in Miami-Dade County, and be available by phone or email for any issues or questions.

5.3.2 Letter from insurance carrier certifying ability to comply with the Insurance Requirements for the Project.

5.3.3 The Contractor shall execute a Vendor's Bill of Rights and Responsibilities.

5.4 SUBCONTRACTORS

All Subcontractors are subject to Village approval. The Village reserves the right to reject any and all Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subcontractor for any commitments made regarding the use of particular Subcontractor for the Project. Furthermore, the Village reserves the right to limit the tasks to be assigned to any Subcontractor. Subcontractors will need to abide by the same provisions and requirements with Federal-Aid Construction Contracts. Under FHWA 1273 and FDOT, the prime shall perform 40% of the project. The Village of Palmetto will uphold 40% performance by the prime.

The Proposer shall submit with the Proposal, as applicable to this procurement, the Prime & Subcontractor Information Statement which shall include a list of all Subcontractors that may perform the Work in the Contract for which pre-qualifications/certifications are required at the time of submission in accordance with the section herein entitled **Pre-Qualification Requirements**.

All proposed Subcontractors shall be qualified both technically and financially to perform the Work for which they are listed.

Except as permitted in the section herein entitled **Allowable Substitution for a Limited Purpose**, if before the Notice of Award is issued, The Village has a reasonable objection to any proposed Sub-Contractor, The Village may request the apparent Successful Proposer to submit an acceptable substitute at no additional cost to The Village and subject to The Village's prior written approval. If the apparent Successful Proposer declines to make any such substitution, then The Village may award the Contract to another Proposer. If The Village does not make a written objection to the Subcontractors submitted by the Proposer, in accordance with the requirements herein, prior to issuance of the Notice of Award, then such list will be deemed acceptable to The Village.

Proposers will be evaluated based on their team as submitted in their Proposal. As such, no changes can be made to the proposed team, without a justifiable cause, and written approval from the Village.

5.5 PRICE PROPOSAL GUARANTEE

A bid guaranty in an amount of not less than five percent of the total bid amount shall accompany each Proposer's Price Proposal. The guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the **Village of Palmetto Bay**. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The bid guaranty of all Proposers' shall be released at such time as the successful Proposer has complied with the condition stated herein, but not prior to that time. Form 525-010-46 "LAP CERTIFICATION OF CURRENT CAPACITY is located on pages 199-200 in **Appendix "C" – "FDOT Required Forms" as an attachment to this ITB.**

5.6 PRE-PROPOSAL MEETING

Attendance at the pre-proposal meeting is **mandatory** and any short listed Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. All questions of Proposers to be discussed at the pre-proposal meeting must be submitted in writing by the deadline stated in the Schedule of Events. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the construction criteria, CPM schedule, and method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the **Village of Palmetto Bay's** opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the **Village of Palmetto Bay** will issue a written summary of questions and answers or an addendum to this Request for Proposals as the **Village of Palmetto Bay** determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the **Village of Palmetto Bay**. The Proposers will be instructed to direct all questions after the meeting to one entity, either the Project Manager or the Contracting Unit.

During and after the meeting, it is the responsibility of the prospective bidder to ensure that each proposer submits their sealed bid packet is submitted with the same information. If a Proposer receives information from the **Village of Palmetto Bay** relating to the project prior to the information cutoff date, the **Village of Palmetto Bay** will ensure that all Proposers receive the same information in a timely fashion.

5.7 PROTEST RIGHTS

Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council.

Nick Marano, Village Manager,
Village of Palmetto Bay
c/o Yanara Mondroño, Executive Asst.to the Village Manager
9705 E. Hibiscus St.
Palmetto Bay, Florida 33157

Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void.

All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger.

The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

5.8 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

5.9 WAIVER OF IRREGULARITIES

The **Village of Palmetto Bay** may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the **Village of Palmetto Bay's** interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. In no event will any such elections by the **Village of Palmetto Bay** be deemed to be a waiving of the Construction Criteria.
2. The Proposer who is selected for the project will be required to fully comply with the Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Construction Criteria.
3. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established **Village of Palmetto Bay** policies. Innovation should be limited to Contractor's means and methods, roadway alignments, approach to project, use of new products, new uses for established products, etc.
4. The Proposer shall obtain any necessary permits or permit modifications not already provided.

5.10 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may modify or withdraw previously submitted proposals at any time prior to the proposal due date. Requests for modification or withdrawal of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the proposal provided the change is submitted prior to the proposal due date.

5.11 VILLAGE OF PALMETTO BAY'S RESPONSIBILITIES

This Request for Proposal does not commit the **Village of Palmetto Bay** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the Contract Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the project will be given to the **Village of Palmetto Bay's** Project Manager.

The **Village of Palmetto Bay** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **Village of Palmetto Bay**, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at

the locations indicated. Proposers shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base his bid on his own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Proposer has made an examination as described in this provision.

5.12 CONTRACT

The **Village of Palmetto Bay** will enter into a lump sum contract with the successful Contractor. In accordance with the project requirements and provisions for work and adapting the provisions of FHWA 1273 pertaining to Federal-Aided construction contracts, the Contractor will provide a schedule of values based on the "Bid Form" which is a separate .pdf file to the **Village of Palmetto Bay** for their approval. The total of the Schedule of Values (Bid Form) will be the final contract amount calculated by lump sum.

The terms and conditions of this contract are fixed price and fixed time. The Contractors submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

END OF SECTION

SECTION 06: FDOT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM.

6.1 LAP DIVISION 1 SPECIFICATIONS-SECTION 4-3.

4-3Alteration of Plans or of Character of Work:

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when**:**

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
2. a major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to the portion in excess of 125% of the original Contract item quantity in accordance with 4.2.4 below.

In the case of a decrease below 75%, the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work:
The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 4.2.3 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 4.2.3, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal.

The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete lump sum payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work:

The Engineer may direct in writing that extra work be done, and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4.2.5	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4.2.5,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest

edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment. Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the

prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work:

Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4.2.5 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4.2.5(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4.2.5 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract:

Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment:

A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work:

Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks:

Generally, adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities:

The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

6.2 LAP DIVISION 1 SPECIFICATIONS-SECTION 5-12.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract

Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    a. documented additional job site labor expenses;
    b. documented additional cost of materials and supplies;
    c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
    d. any other additional direct costs or damages and the documents in support thereof;
    e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in

the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work

deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and

shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

6.3 LAP DIVISION 1 SPECIFICATIONS-SECTION 7-24.:

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types

of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30%

of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

6.4 LAP DIVISION 1 SPECIFICATIONS-SECTION 7-31.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

6.5 BIDDERS OPPORTUNITY LIST

The Federal DBE Program requires States to maintain a database of all firms that are participating, or attempting to participate, on USDOT-assisted contracts. The list must include all contractors that bid on prime contracts or bid or quote subcontracts on USDOT-assisted projects, including both DBE's and Non-DBE's. The bidder has to access the Equal Opportunity Compliance (EOC) System and enter the bidder opportunity information within 3 business days of submission. If the bidder is unable to access the EOC site because it may not be available at the time of bid, an alternate form of tracking is to use the Bid Opportunity form found within APPENDIX 'C' on page 211.

6.6 COMPLIANCE WITH FHWA 1273

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.
If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

6.7 DBE BID PACKAGE INFORMATION

Located in Appendix "C" on pages 201-202 – "FDOT Required Forms" as an attachment to this ITB.

6.8 COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT & OTHER WILDLIFE

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.
These guidelines are posted at the following URL address: http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf .Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting

or mitigation, associated with Contractor initiated off-project activities.

Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

END OF SECTION

SECTION 07: PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.

7.1 PERMITS

7.1.1 PERMITS

The Contractor will be required to obtain all necessary permits from the appropriate Federal, State or local government agencies having jurisdiction over all work related to the project.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be the responsibility of the Contractor. Preparation of complete permit packages will be the responsibility of the Contractor. The Contractor will obtain permits while acting as an authorized representative for the "**Village of Palmetto Bay**" for permitting purposes only. If any agency rejects or denies the permit application, it is the Contractor's responsibility to make whatever changes necessary to ensure the permit is approved.

The Contractor will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Contractor.

However, notwithstanding anything above to the contrary, upon the Contractor's preliminary request for extension of Contract Time, the **Village of Palmetto Bay** reserves the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Contractor in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the **Village of Palmetto Bay** unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum of any determination made by the **Village of Palmetto Bay**.

7.2 VERIFICATION OF EXISTING CONDITIONS

The Contractor shall be responsible for verification of existing conditions, including research of all existing **Village of Palmetto Bay** records and other information.

By execution of the contract, the Contractor specifically acknowledges and agrees that the Contractor is contracting and being compensated for performing adequate investigations of

existing site conditions sufficient to support the design developed by the Contractor and that any information is being provided merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

7.2.1 MILESTONES

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- Schedule
- Traffic Control Plan Concurrence
- Permits
- Utility Coordination/Relocation
- Start of Construction
- Construction Activities and Phasing
- Final Completion Date for all Work.

7.3 CONTRACT DURATION

The Contractor shall establish the contract duration for the subject project. In no event shall the contract duration exceed 120 calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical Proposal. The Proposed Contract Time (PCT) reflected in the schedule may be amended in the bid proposal. The official PCT will be the one submitted with the Bid Price Proposal.

7.4 PROJECT SCHEDULE

The Contractor shall submit a project schedule, to establish contract duration as part of the Technical Proposal. The proposed schedule should allow 10 working days for **Village of Palmetto Bay** review of project schedule submittals. The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Materials Quality Tracking
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Sidewalk Construction
- Signing and Pavement Marking Construction
- Maintenance of Traffic Design
- Maintenance of Traffic Set-Up (per duration)

- Additional Construction Milestones as determined by the Contractor
- Final Completion Date for All Work

7.5 KEY PERSONNEL/STAFFING:

The Contractor's work shall be performed and directed by key personnel identified by the Contractor. Any changes in the indicated personnel shall be subject to review and approval by the **Village of Palmetto Bay's** Project Manager. The Contractor shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

7.6 MEETINGS AND PROGRESS REPORTING:

The Contractor shall anticipate periodic meetings with **Village of Palmetto Bay** personnel and other agencies as required for resolution of construction issues. These meetings may include:

- **Village of Palmetto Bay** technical issue resolution
- Permit agency coordination
- Local government agency coordination

During construction, the Contractor shall meet with the **Village of Palmetto Bay's** Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Contractor shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

7.7 CONSTRUCTION

The services performed by the Contractor shall be in compliance with all applicable FDOT standards and specification.

Unless stipulated otherwise, the current edition, including updates and FDOT Temporary Design Bulletins of the following standards and guidelines, shall be used in the performance of the Work. It shall be the Contractor's responsibility to acquire and utilize the necessary specifications that apply to the construction work required to complete the Project. The following is a list of applicable documents, which is not intended to be all-inclusive:

- FDOT Standard Specification for Road and Bridge Construction

7.8 SCHEDULE OF VALUES – (Bid Form Separate .pdf file-Pages 189-190)

The Contractor will be responsible for invoicing the **Village of Palmetto Bay** based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values (bid form). Final payment will be made upon final acceptance by the **Village of Palmetto Bay** of the construction project. Tracking DBE participation will be required under normal procedures. The Contractor must submit the schedule of values to the **Village of Palmetto Bay** for approval. No invoices shall be submitted prior to **Village of Palmetto Bay** approval of the schedule of values.

Upon receipt of the invoice, the **Village of Palmetto Bay's** Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

7.9 CONSTRUCTION ENGINEERING AND INSPECTION

This section is not applicable for this ITB. A separate solicitation will be advertised.

7.9.1 TESTING

The **Village of Palmetto Bay** or its representative will perform verification and resolution testing services in accordance with the latest Specifications. On all Federal Aid Projects, the **Village of Palmetto Bay** or its representative shall perform verification sampling and testing on site as well as off-site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc.

7.10 WARRANTS AND GUARANTEES:

The Contractor shall warranty the project for one (1) full year following acceptance of the project as final by the Village of Palmetto Bay.

7.10.1 Contractor warrants and guarantees to the Village that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warrants and guarantee.

7.10.2 Contractor's warrants and guarantee hereunder excludes defects or damage caused by:

a. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers or any other individual or entity for whom Contractor is responsible; or

b. normal wear and tear under normal usage.

7.11 ADJOINING CONSTRUCTION PROJECTS:

The Contractor shall be responsible for coordinating construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments, the **Village of Palmetto Bay**, or other regional and state agencies.

7.12 CONSTRUCTION CLARIFICATION, CONFLICT RESOLUTION, AND ISSUE ESCALATION

In the event that construction or maintenance problems occur, the resolution of those problems will be processed in one of the following two ways:

- If the resolution does not change the original intent of the ITB, then the Village of Palmetto Bay Engineer of Record (EOR) will be responsible for developing the design solution to the construction or maintenance problem and the will be responsible for review and response within ten (10) working days. If the resolution does alter the original intent of the ITB then the EOR will develop the proposed solution, and send it to the Village Public Works Department Office for review and response through the Village Project Manager. The Village Public Works Department Office will respond to the proposed solution within ten (10) working days. The Village Public Works Department Office will either concur with the proposed solution or, the issue will be escalated as described in the process below. Changes to the original intent of the ITB will require a contract change order to be approved.

- The Village has established the issue escalation process for construction and maintenance questions and conflict resolution that the Contractor shall follow. All issues are to be directed to the Village Project Manager. If the issue cannot be resolved at this level the Village Project Manager shall forward the issue to the next level in the process. The escalation process begins with the Village Engineer, followed by the Director Public Works. Each level shall have a maximum of (3) three working days to answer, resolve or address the issue. This three (3) day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Village Project Manager will respond in a timely manner but not to exceed three working days. The Contractor shall provide any available supporting documentation.

The Contractor shall provide a similar chain of command for his organization with personnel of similar levels of responsibility.

END OF SECTION

SECTION 08: DESIGN AND CONSTRUCTION CRITERIA.

8.1 UTILITY COORDINATION

The Contractor shall be solely responsible for locating all utilities within the limits of the Project. The Contractor shall be responsible for all utility coordination efforts. These efforts shall include all on-going coordination initiated by Village of Palmetto Bay. These coordination efforts shall include, but are not limited to design reviews, construction oversight, initiating and drafting of all of the necessary legal agreements, preparing relocation schedules, administering utility coordination meetings and seeing that all necessary permits are acquired. Existing utilities that are in the Village of Palmetto Bay right-of-way that are in conflict with the proposed construction shall be redesigned and relocated at the utility owner's expense, and in accordance with FDOT Utility Accommodation Manual, FDOT permits, and/ or Rule 14-46.001 of the Florida Administrative Code. The Contractor, the utility owner, or a combination of both may perform the utility design, relocation and/or new utility construction.

8.2 SEQUENCE OF CONSTRUCTION

The Contractor shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
5. Proper coordination with adjacent construction projects and maintaining agencies.

8.3 TRAFFIC CONTROL ANALYSIS

The Contractor shall provide a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The traffic control plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

8.3.1 TRAFFIC CONTROL RESTRICTIONS:

There will be NO LANE CLOSURES ALLOWED between the hours of **7:00 – 9:00** AM to **4:00 – 6:00** PM**.** A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. All lane closures must be reported to the local emergency agencies, the media and the **Village of Palmetto Bay** information officer. Also, the Contractor shall develop the project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

8.4 SIGNING AND PAVEMENT MARKING PLANS

Signing shall comply with the applicable MUTCD standards. See appendix for current MUTCD standards.

Off-system signing will require coordination and permits from other government agencies. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to permits from the Village of Palmetto Bay and Miami-Dade County.

Thermoplastic striping will be required for the pavement.

8.5 GENERAL SPECIFICATIONS

The construction plan sheets, notes, and details include the following, as applicable: Key Sheet, General Note sheet(s), Plan sheet(s), and Special Marking Detail sheet(s). Signs and pavement markings shall be designed in accordance with the Elder Road User Policy, MUTCD and FDOT standards.

8.6 TECHNICAL SPECIAL PROVISIONS

The Technical Special Provisions for all items of Work not covered by the FDOT Standard Specifications, or Supplemental Specifications. Standard Specifications shall not be modified unless necessary to control Project-specific requirements.

8.7 LANDSCAPE AND TREE REMOVAL AND RELOCATION

The scope of work for the Project shall be limited to the removal and relocation of existing landscape and trees that are affected by the Project.

END OF SECTION

SECTION 09: REQUEST FOR PROPOSAL REQUIREMENTS

9.1 GENERAL

Each Contractor being considered for this project is required to submit a Written Response to Proposal. The proposal shall include sufficient information to enable the **Village of Palmetto Bay** to evaluate the capability of the Contractor to provide the desired services. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

9.2 SUBMITTAL REQUIREMENTS

One (1) Original and two (2) Copies plus a CD or flash drive with electronic files of the entire Response to Proposal to:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

9.3 FINAL SELECTION PROCESS

The Project shall be awarded to the lowest responsive responsible bidder.

END OF SECTION

SECTION 10: BID PROPOSAL REQUIREMENTS

10.1 BID PRICE PROPOSAL

For this project, a single "all inclusive" Lump Sum bid item is to be utilized. The components that are to be incorporated in this bid item shall include but not limited to:

- Structures
- Traffic Signings and pavement markings

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project and the number of calendar days within which the Proposer will complete the project. The lump sum price shall include all costs for Contractors quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. The Price Proposal shall be hand delivered in a separate sealed package to the following:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

The package shall indicate clearly that it is the Price Proposal and shall identify clearly the Proposer's name, and project description. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Price Proposals.

END OF SECTION

SECTION 11: FEDERAL AND STATE REQUIREMENTS

11.1 AUDITS

11.1.1 Contractor shall comply with the applicable provisions of chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with the Contract for a period of five (5) years from the date of final payment for all Work performed pursuant to this Contract. The Village or any of their duly authorized representatives shall, until five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Agency shall retain document from final Federal Close out.

11.1.2 Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as subparagraph 12.1.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

11.1.3 The right to access and examination of records in subparagraph 12.1.1 shall continue until disposition of any mediation, claims, litigation or appeals.

11.2 BUY AMERICA REQUIREMENTS AND CONVICT LABOR

FDOT SPECIFICATION 6-5.2

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

11.2.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

11.3 CONTRACTOR PURCHASED EQUIPMENT.

This ITB does not allow.

11.4 USE OF PUBLICLY OWNED EQUIPMENT.

This ITB does not allow.

11.5 DEBARMENT OR SUSPENSION

Located in Appendix “C” on page 203 – “FDOT Required Forms” as an attachment to this ITB.

11.6 CHANGES AND EXTRA WORK.

(a) Following authorization to proceed with a project, all major changes in the plans and contract provisions and all major extra work shall have formal approval by the Village Manager in advance and in writing. The Contractor shall not proceed with the additional work or service until a change order has been approved by the Village.

(b) For non-major changes and non-major extra work, formal approval is necessary and shall be communicated to the project manager, if there is a change in form of value, the Village Manager shall need to be notified and the Village, upon acceptance, will provide a change order.

(c) Changes in contract time, the Contactor shall communicate with the Village’s project manager and give reason as to the changes in contract timeline, if approved by the Project

Manager and Village Manager, the Contractor can proceed with the new timeline.

(d) In establishing the method of payment for contract changes or extra work orders, with the signed acknowledgement from the Village, the Village shall in turn either add the extra costs to the purchase order or create a separate purchase order for just those specific changes.

(e) Proposed changes and extra work involved in nonparticipating operations that may affect the design or participating construction features of a project, shall be subject to review and concurrence by the Village's Project Manager and the Village Manager.

11.7 CONTRACT TIME AND CONTRACT TIME EXTENSIONS.

11.7.1 LAP DIVISION 1 SPECIFICATIONS – SECTION 8-7.3.2

(a) The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

(b) Whenever the Engineer suspends the Contractor's operations, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

(c) The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects
of weather.

(d) The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the

Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

11.8 FDOT SUPPLEMENTAL SPECIFICATION 6-12.2 SOURCE OF SUPPLY – STEEL

For Federal-aid Contracts, only

Use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

11.9 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

Located in Appendix "C" on pages 205-206 – "FDOT Required Forms" as an attachment to this ITB.

11.10 FHWA 1273 REQUIRED CONTRACT PROVISIONS FDERAL-AID CONSTRUCTION CONTRACTS AND EXECUTIVE ORDER 11246

Located in Appendix "C" on pages 212-223– "FDOT Required Forms" as an attachment to this ITB.

Executive Order 11246--Equal employment opportunity
Source: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339, unless otherwise noted.

These provisions of FHWA 1273 will need to be exercised by both the Prime contractor and the Sub-Contractors that were awarded the project.

11.11 CONVICT LABOR

Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

11.12 HIRING PREFERENCE

The Village of Palmetto Bay does not have local hiring preferences. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The selection of labor to be employed by any contractor or subcontractor on any Federal-Aid project shall be made without regard to race, color, religion, sex, national origin, age or disability.

11.13 DAVIS BACON WAGE TABLE

Refer to Appendix B, pages 191-197 for Current Wage Table Information

11.13.1 – LAP DIVISIOIN 1 SPECIFICATIONS-SECTION7-16

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

11.14 ADVERTISING FOR BIDS AND PROPOSALS.

(a) The documents will be advertised at a local newspaper, regional publication, procurement bid sites and the Village website.

(b) The advertisement and approved plans and specifications shall be available to bidders on Wednesday, December 2nd, 2020.

(c) The bidder/proposer can obtain the documents by going to www.palmettobay-fl.gov and under the business tab click "Bids & RFPs".

(d) The Village hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of 'race, color, gender, religion, age, disability, marital status or national origin in consideration for an award." Nondiscriminatory bidding procedures shall be afforded to all qualified bidders regardless of National, State or local boundaries and without regard to race, color, religion, sex, national origin, age, or handicap. If any provisions of State laws, specifications, regulations, or policies may operate in any manner contrary to Federal requirements, including Title VI of the Civil Rights Act of 1964, to prevent submission of a bid, or prohibit consideration of a bid submitted

by any responsible Proposer appropriately qualified in accordance with § 635.110, such provisions shall not be applicable to Federal-aid projects. Where such non-applicable provisions exist, notices of advertising, specifications, special provisions or other governing documents shall include a positive statement to advise prospective bidders of those provisions that are not applicable.

(e) The Village shall include a non-collusion provision substantially as follows in the bidding documents:

Each Proposer shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

(1) The required form is included as part of this ITB and shall need to be signed and returned along with all the required forms.

(2) The statement shall either be in the form of an affidavit executed and sworn to by the Proposer before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

(f) The Village shall include the lobbying certification requirement pursuant to 49 CFR part 20 and the requirements of 49 CFR part 29 regarding suspension and debarment certification in the bidding documents.

(g) The Village shall clearly identify in the bidding documents those requirements which the Proposer must assure are complied with to make the bid responsive. Failure to comply with these identified bidding requirements shall make the bid nonresponsive and not eligible for award consideration.

(h) In the case of a design-build project, the following requirements apply:

(1) The Village may decide the appropriate solicitation schedule for all design- build requests. This includes all project advertising, the release of the Request for Qualification document, the release of the Request for Proposals document and all deadlines for the receipt of qualification statements and proposals. The Village typically advertises the proposal for 30 calendar days.

(2) The Village shall issue addenda's during the bidding period. The Village will reasonably let the proposers be aware of the addenda. It will also be included on the Village's website to download.

11.15 NON-ALLOWED CRITERIA

The following are not requirements for this ITB and will not be used to consider a potential Contractor:

a) The Village will not allow contractor purchased equipment for state or local ownership,

b) Indian Preference will not be utilized with this contract,

c) Local/State Hiring Preferences will not be made in the selection process for this project

d) Contract will not allow owner force account or cost-effective justification,

e) Public agencies in competition with the private sector will not be allowed on this contract,

f) Publicly owned equipment will not be allowed on this contract,

g) State/Local owned furnished designated materials will not be used in this contract.

11.16 STATE PREFERENCE – RESTRICTIONS UPON MATERIALS

Restrictions upon materials are in accordance with CFR Title 23, Section 635-409 as follows:

No requirement shall be imposed, and no procedure shall be enforced by any State transportation department in connection with a project which may operate:

(a) To require the use of or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States; or

(b) To prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation as evidenced by requirements and procedures prescribed by the FHWA Administrator to carry out such policies.

11.17 EQUIPMENT RENTAL RATES

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the

equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

11.18 PATENTED/PROPRIETARY MATERIALS

The Owner certifies that neither patented or proprietary materials are required or specifically named in the specifications to be used for this project

11.19 NON-COLLUSION PROVISION

Located in Appendix "C" page 207-209 – "FDOT Required Forms" as an attachment to this ITB.

11.20 E-VERIFY

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

E-Verify – Acknowledgment Form Located in Appendix "C" page 210 – "FDOT Required Forms" as an attachment to this ITB.

END OF SECTION

SECTION 12: LAP BIG FOUR SPECIFICATIONS

SECTION 120 - **EARTHWORK AND RELATED OPERATIONS FOR LOCAL AGENCIES**
120-1 Description.

120-1.1 General: Perform Earthwork and Related Operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and Related Operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 **Classes of Excavation.**

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for Structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 **Excavation Requirements.**

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 **Excavation for Structures and Pipe.**

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 **Earth Excavation:**

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry.

In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 **Disposal of Surplus and Unsuitable Material.**

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of

120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If

the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-5 **Materials for Embankment.**

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes (in any dimension) as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from

approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 **Embankment Construction.**

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 **Dry Fill Method:**

120-6.2.1 General: Construct embankments to meet compaction requirements in Article 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 **Hydraulic Method:**

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the

bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 **Compaction Requirements.**

120-7.1 Moisture Content: Compact the materials at moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 **Compaction of Embankments:**

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: Reduce the minimum required density from 100% to 95% of AASHTO T99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as required by AASHTO T 99, Method C. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders

which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 **Backfilling Around Structures and Pipe.**

120-8.1 **Requirements for all Structures:**

120-8-1.1 General: Backfill around structures and pipe in the Dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case

until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4.

The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness outside the soil envelope if he can demonstrate with a successful test section that density can be achieved. Notify the Engineer prior to beginning construction of a test section. Construct a test section of 500 feet in length. Perform five tests at random locations within the test section. All five tests must meet the density required by 120-7.2. Identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-7.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

120-8.2 **Additional Requirements for Structures Other than Pipe:**

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12-inch layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 **Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:**

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 **Material:**

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 **Compaction:**

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 **Acceptance Program.**

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: Determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Ensure compliance with the requirements of 120-9.5 by Nuclear Density testing in accordance with FDOT Florida Method FM 1-T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1-T 238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

120-9.4 Soil Classification: Perform soil classification tests in accordance with AASHTO T-88. Classify soils in accordance with AASHTO M–145 in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria**:** Obtain a minimum density in accordance with 120-7.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-6.3;

2) material placed outside the standard minimum slope as specified in 120-6.2.4;

3) other areas specifically excluded herein.

120-9.6 Frequency: Conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 **Maintenance and Protection of Work.**

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 **Construction.**

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.

2.Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.

3. Shape the bottom of ditches so that the ditch impounds no water.

4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below

the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 **Method of Measurement.**

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 **Basis of Payment.**

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation by lump sum for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract lump sum for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract lump sum for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SECTION 334 - HOT MIX ASPHALT FOR LOCAL AGENCIES

334-1 Description.

334-1.1 General: Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an HMA mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

Table 334-1

HMA Mix Types

Asphalt Work Category	Mix Types	Traffic Level
1	Type SP-9.5 , or equivalent as determined by the Engineer	A
2	Type SP-9.5, SP-12.5, or equivalent as determined by the Engineer	B or C
3	Type SP-9.5, SP-12.5	C

A Type SP mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.).

334-1.4 Gradation Classification: HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5..... 9.5 mm

Type SP-12.5..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)

G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

Type SP-9.5..... 3/4 - 1 1/2 inches

Type SP-12.5..... 1 1/2 - 2 1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (≤5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 **Materials.**

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the Department's Qualified Products List (QPL).

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. For Category 2 and 3 projects, require the aggregate supplier to certify that the material meets FDOT requirements.

334-2.3 **Reclaimed Asphalt Pavement (RAP) Material:**

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.

2. Do not use RAP material in any friction course mixes.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

5. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises.

Table 334-2

Asphalt Binder Grade for Mixes Containing RAP

Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

334-3 **Composition of Mixture.**

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 **Mix Design:**

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R35-04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323-04, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-04, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-04. Use the number of gyrations as defined in AASHTO R35-04, Table 1.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-04, Table 6.

334-3.2.5 Moisture Susceptibility: Test 4-inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List, or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the Department's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.

8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the Mix Designer.

11. The ignition oven calibration factor.

334-4 **Contractor Quality Control.**

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

334-5 **General Construction Requirements.**

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 **Limitations of Laying Operations:**

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40ºF for layers greater than 1 inch (100 lb/yd^2) in thickness and at least 45ºF for layers 1 inch (100 lb/yd^2) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd^2 or less is 50ºF.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of ±30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

334-5.5 **Preparation of Surfaces Prior to Paving:**

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand sweeping where necessary.

334-5.5.2 Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT specifications. Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

334-5.6 **Paving:**

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than ± 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water

has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness of Layers: Construct each course of Type SP mixtures in layers of the thickness shown in 334-1.5.1.

334-5.7 **Leveling Courses:**

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface more than 1 inch deep by spot patching with leveling course mixture, and compact thoroughly.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd^2 or more than 75 lb/yd^2. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required (Asphalt Work Category 3), select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage

the pavement.

When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 **Joints.**

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FM 5-509. always Make them available at the job site during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

334-5.10.3.1 **Asphalt Work Category 3:**

334-5.10.3.1.1 Acceptance Testing: Straightedge the final Type SP structural layer and friction course layer with a rolling straightedge. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In

addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15-foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with 334-5.10.4. The Engineer may waive or modify straight edging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

334-5.10.3.1.3 Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.2, and retest the corrected areas.

334-5.10.3.1.4 Friction Course Layer: At the completion of all paving operations, straightedge the friction course. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.3. Retest all corrected areas.

334-5.10.3.2 Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with 334-5.10.4.2. Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

334-5.10.4 **Correcting Unacceptable Pavement:**

334-5.10.4.1 General: Correct all areas of unacceptable pavement at no additional cost.

334-5.10.4.2 Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

a. Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.

b. Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

334-5.10.4.3 Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the Engineer.

334-6 **Acceptance of the Mixture.**

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1) Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2) Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined in 334-6.3

3) Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Quality Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in 334-6.3.1. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.

334-6.3.1 Quality Control Sampling and Testing Requirements: Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day.

Determine the asphalt content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3.

Table 334-3 Quality Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (average of three cores)	91.5% Gmm
Roadway Density (any single core)	90.0 % Gmm

334-6.4 Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the Project is less than 500 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 **Method of Measurement.**

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or lump sum adjustment for the asphalt binder material in the asphalt mix.

334-8 **Basis of Payment.**

334-8.1 General: Price and payment will be compensated by lump sum for all the work specified under this Section.

SECTION 344 – **LOCAL AGENCY PROGRAM CONCRETE**
344-1 Description.

344-1 General: Construct Local Agency Program (LAP) Concrete based on the type of work as described in the Contract and the Concrete Work Categories as defined below.

344-1.2 Work Categories: Construction of LAP concrete elements will fall into one of the following Concrete Work Categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place or precast elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete requiring a class of concrete specified in FDOT Section 346.

344-2 **Materials.**

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Cement shall conform to the requirements of the AASHTO or ASTM designations. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed. Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 are allowed for LAP concrete.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet current FDOT requirements except that source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet current FDOT requirements.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall meet current FDOT requirements. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the current FDOT requirements.

344-2.2 Material Storage: Use a concrete production facility that meets the following requirements.

344-2.2.1 Cementitious Materials Storage: Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

344-2.2.2 Aggregate Storage: Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Timers may be used to facilitate the sprinkling of aggregate stockpiles using an alternating on/off method. However, in no event shall the top surface of the stockpile be permitted to become dry prior to batching of concrete. Moisture probes may be used to determine the moisture content of the aggregate. Ensure that the accuracy of the probe is certified annually and verified weekly. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

344-3 **Production, Mixing and Delivery of Concrete.**

344-3.1 Concrete Production Requirements: Use concrete production facilities certified by the National Ready-Mixed Concrete Association (NRMCA), approved by the FDOT.

Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. When moisture probes are not used, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates within two hours prior to each day's batching. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes, and are in accordance with Chapter 9.2 of the FDOT Materials Manual. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. As an alternative, the producer may have this frequency identified in an FDOT approved QC plan. The accuracy of admixture measuring dispensers will be certified annually by the admixture supplier.

When Volumetric Mixers are used for Category I applications, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the

vehicle has a VMMB registered rating plate.

344-3.2 Classes of Concrete: Classes of concrete to be used on the project will be defined in the Contract Documents.

344-3.3 Contractors Quality Control: The Contractor will supply a Quality Control (QC) plan to identity to the Agency how quality will be ensured at the project site. During random inspections the Agency will use this document to verify that the construction of the project is in agreement with his QC plan.

344-3.4 Concrete Mix Design: Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by the Agency. Otherwise, the agency will accept mix designs previously described in an FDOT approved QC plan. In any event, use only concrete mix designs having prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on an Agency approved concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with specification requirements.

344-3.5 Delivery: For cast-in-place applications, the maximum allowable mixing and agitation time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Agency with each batch of concrete before unloading at the placement site. The delivery ticket shall be printed. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete certifies that the batch was produced in accordance with these Specifications and signs the delivery ticket. The Contractor shall sign the delivery ticket certifying that the concrete was batched, delivered and placed in accordance with these Specifications.

The Contractor shall be responsible for rejecting loads of concrete that do not meet the plastic properties of the approve mix design or the minimum compressive strength requirements.

At the sole option of the Agency, the Engineer may accept concrete at a reduced pay when it is determined that the concrete will serve its intended function.

344-3.6 **Placing Concrete:**

344-3.6.1 Concreting in Cold Weather: Do not place concrete when the temperature of the concrete at placement is below 45°F.

Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in Section 346. During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the concrete and air within the enclosure can be kept above 60°F for a

period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in Section 346.

When the temperature of the concrete as placed exceeds 75°F, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by Section 346.

Spray reinforcing steel and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.7 Mixers: Ensure that mixers are capable of combining the components of concrete into thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated Capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 yd^3 placed in one day and less than 0.5 yd^3 placed in a single placement may be accepted using a pre-bagged mixture. The Agency may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 **Sampling and Testing:**

344-3.9.1 Category 1: The Engineer may sample and test the concrete at his discretion to verify its quality. The minimum 28-day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: Provide a statement of certification from the manufacturer of the precast element that the element meets the quality control and inspection testing requirements of the Contract Documents.

344-3.9.3 Category 3: The Agency will randomly select a sample from each 200 yd^3 or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the

Agency at 28 days to ensure that the design compressive strength has been met. The Agency may, at its discretion, test additional concrete samples to ensure compliance with the specifications.

344-3.10 **Records:** Maintain the following records for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.

2. Materials source (delivery tickets, certifications, certified mill test reports).

3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.

4. A copy of the documentation certifying the admixture weighing/measuring devices.

5. For Non Structural LAP concrete the Agency will accept recent NRMCA, VMMB or FDOT inspection records certifying the plant or truck can produce concrete. In addition, documentation will be available at the plant or in the truck showing that action has been taken to correct deficiencies noted during the inspections.

344-4 **Acceptance of the Work.**

344-4.1 Category 1 Work: Category 1 work will be accepted based upon compliance with Production, Mixing and Delivery Requirements specified in 334-3.

344-4.2 Category 2 Work: Precast elements will be accepted based upon certification from the Contractor that the elements were produced by a production facility on the FDOT's current approved plant list. In addition, the producer's QC stamp will be displayed on the element.

344-4.3 Category 3 Work: Category 3 work shall be in full compliance with this Specification, and with current FDOT Specifications, Section 346 and associated Contractor Quality Control (QC) specifications governing cast-in-place concrete. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-5 **Method of Measurement.**

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 **Basis of Payment.**

Prices and payments will be full compensation for all work and materials specified in this Section.

SECTION 580 - LANDSCAPE INSTALLATION
580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 **Materials.**

580-2.1 **Plants:**

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 **Specific Requirements for the Various Plant Designations.**

580-3.1 **Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):**

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches [100 mm] of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches [38 mm] or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and

Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 **Planting Requirements.**

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches [150 mm] in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches [150 mm]. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches [200 mm]. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 **Staking and Guying.**

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch [25 mm] diameter and smaller than 2 inches [50 mm] diameter with a 2 by 2 inch [50 by 50 mm] stake, set at least 2 feet [0.6 m] in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches [50 mm] caliper and smaller than 3 1/2 inches [90 mm] caliper with two 2 by 4 inch [50 by 100 mm] stakes, 8 feet [2.4 m] long, set 2 feet [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches [90 mm] caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3 inches [75 mm] below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch [50 by 100 by 300 mm] stake pads.

580-6 **Tree Protection and Root Barriers.**

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 **Pruning.**

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 **Mulching.**

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches [75 mm] over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 **Disposal of Surplus Materials and Debris.**

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 **Contractor's Responsibility for Condition of the Plantings.**

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 **Plant Establishment Period.**

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 **Method of Measurement.**

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 **Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION

SECTION 13 FORMS

THIS BID IS SUBMITTED TO:

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with The Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

PROPOSER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to PROPOSER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.

In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:

(a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

(b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the service.

(c) PROPOSER has studied carefully all local conditions.

(d) PROPOSER 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 (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or 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, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.

(e) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(f) PROPOSER has given the VILLAGE written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the VILLAGE is acceptable to PROPOSER.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over the VILLAGE.

PROPOSER understands and agrees that this is a unit rate contract. The prices submitted on the bid form are to furnish and deliver all of the goods and services complete in place. The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. CONTRACTOR's lump sums will not be adjusted to reflect any deviation from the provided quantities. As such the CONTRACTOR shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the VILLAGE to complete the work per the specifications and as required shall be included in the above bid.

I. NOTES TO BIDDERS:

1. CONTRACTOR shall fill in the entire bid form, No spaces are to be left blank.
2. The VILLAGE reserves the right to utilize any combination of the bid units, add alternates as they so desire to achieve the proper balance between the required goods and services the VILLAGE's available budget.
3. The VILLAGE reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

BASE BID:

_____

_____ Dollars

(Written Total Base Bid Price - From Schedule of Values on BID Form)

5. PROPOSER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.

6. Communications concerning this Bid shall be addressed to:

PROPOSER: _____

Address: _____

_____

Telephone _____

Facsimile Number _____

Attention: _____

2 The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY _____ ____, 20_____.

If PROPOSER is:

AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Name)

Doing business as: _____

Business address: _____

_____

Phone No: _____ Facsimile No: _____

A PARTNERSHIP

By: _____ (SEAL)

(Firm's Name)

_____

(General Partner)

Business address: _____

_____ _____

Phone No: _____ Facsimile No: _____

A CORPORATION

By: _____

(Corporation Name)

_____

(State of Incorporation)

By: _____

(Name of Person Authorized to Sign)

_____

(Title)

_____

(Corporate Seal)

Attest: _____ _____
(President)

Business address: _____

_____

Phone No: _____ Facsimile No: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____

_____

_____a Corporation existing under the laws of the State of Florida, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20_____ , to the Village of Palmetto Bay and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____

_____a Corporation existing under the laws of the State of _____ , held on_____ , 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Bid dated,_____ 20_____ , to the Village of Palmetto Bay and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

13.1 AWARD FOR IDENTICAL TIE BIDS

When two or more Bids, which are equal with respect to price, quality, and service, are received by the VILLAGE we will select the bidder based on who has the most work experience

.

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PERFORMANCE BOND

PROJECT TITLE: Safe Route to School (SRTS) Perrine Elementary School (the "Project")
VENDOR :
CONTRACT NO: 2021-11-002
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ _____Of the Village of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the _____ day of _____, 20____, for the construction of the Safe Route to School (SRTS) Infrastructure Priority 2 Perrine Elementary School Improvements (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the

amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____	Witness: _____
Address: _____	Address: _____
Principal	Surety
By: _____	By: _____
Name:_____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Safe Route to School (SRTS) Perrine Elementary School (the "Project")
VENDOR :
CONTRACT NO: 2021-11-002
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the Village of _____ , County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the Safe Route to School (SRTS) Infrastructure Priority 2 Perrine Elementary School Improvements (the "Project"), the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes,

whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____	Witness: _____
Address: _____	Address: _____
Principal	Surety
By: _____	By: _____
Name:_____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

13.2 BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we,_____, as Principal, and , as Surety, are held and firmly bound unto the Village of Palmetto Bay, a municipal corporation of the State of Florida in the sum of_____Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____20___ for: _____.

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Village of Palmetto Bay and furnishes the Performance and Payment Bonds, satisfactory to the VILLAGE, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village of Palmetto Bay and the Surety herein agrees to pay said sum immediately, upon demand of the VILLAGE, in good and lawful money of the United States of America, as OFF for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals 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:

_____ _____ (SEAL)
(Individual or Partnership Principal)

_____ _____

(Business Address)

_____
(Village/State/Zip)

_____
(Business Phone)

ATTEST:

_____ _____ Secretary
(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

_____ _____
(Printed Name)

_____

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the_____day of_____, 20____, before me, the undersigned Notary

Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

☐ Personally identification:

(Type of Identification Produced)

☐DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:

Number of Signatures Notarized:

13.3 LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION OF WORK / LICENSE #	**NAME AND ADDRESS OF SUBCONTRACTOR**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If, prior to Notice of the Award, the VILLAGE or the CONTRACTOR has reasonable objection to and refuses to accept any CONTRACTOR, Supplier, person or organization listed, the PROPOSER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

13.4 PROPOSER QUALIFICATION STATEMENT

The PROPOSER's response to this questionnaire will be utilized as part of the VILLAGE's overall Bid Evaluation and CONTRACTOR selection.

The following minimum experience is required for this project:

a) successful completion, verifiable with references, of at least three roadway construction and reconstruction projects performed in Miami-Dade County in the last three years, and

b) successful completion, verifiable with references, of at least three roadway construction and re-construction projects for governmental agencies in South Florida, with at least one in Miami-Dade County.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List project experience consistent with the requirements stated below.

1. Project Name/Location _____

   Project Description _____

   _____

   _____

   _____

   Owner Name _____

   Contact Person _____

   Contact Telephone No. _____

   Yearly Budget/Cost _____

   Dates of contract From:_____

   To:_____

2. Project Name/Location _____

   Project Description _____

   _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

3. Project Name/Location _____

Project Description _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

4. Project Name/Location _____

Project Description _____

_____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

5. Project Name/Location _____

Project Description _____

_____

_____

_____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

13.5 NON-COLLUSION AFFIDAVIT

State of _____)

) SS

County of_____)

_____ being first duly sworn deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of

_____ the PROPOSER that has submitted the attached Bid;

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

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

(4) Neither the said PROPOSER 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 PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____

_____

(Printed Name)_____ (Title)_____

ACKNOWLEDGMENT

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me this _____day of_____, 2020 (year), by _____, the undersigned Notary

Public of The State of Florida, personally appeared and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

☐ Personally identification:

(Type of Identification Produced)

☐DID take an oath, or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

13.6 BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES AND COMMODITIES AND CONTRACTURAL SERVICES

Located in Appendix "C" on page 211 – "FDOT Required Forms" as an attachment to this ITB.

END OF SECTION

SECTION 14

14.1 PUBLIC ENTITY CRIMES

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 Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a CONTRACTOR, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

14.2 CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. PROPOSER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or its' agencies.

AND

The PROPOSER shall insert and require its sub-contractors to insert, the following provisions as required by Section 14.f of LAP Agreement (FDOT Form No. 525-010-40):

"No member, officer or employee of the RECEIPIENT or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.'

CONTINUED ON NEXT PAGE

14.3 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_____ by_____ for_____ whose business address is_____ _____ and (if applicable) its Federal Employer Identification number (FEIN) is_____(IF the entity had 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Para. 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 trail 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 Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a partnership or corporation 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 Para. 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 applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (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.

By: _____

Print Name _____

Title: _____

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 commission name of notary public)

END OF SECTION

SECTION 15

15.1 NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: Village of Palmetto Bay Safe Route to School (SRTS) Perrine Elementary Schools 2021-11-002 in accordance with Contract Documents as prepared by the Village

and

The VILLAGE has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the Safe Route to School (SRTS) Perrine Elementary Schools 2021-11-002. You are required by the Instruction to PROPOSER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said VILLAGE will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____
Nick Marano

TITLE: VILLAGE MANAGER

Dated this _____ day of _____, 20___.

15.2 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by a representative of the Prime Contractor, this _____ day of _____, 20_____.

BY: _____

TITLE: _____

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

END OF SECTION

SECTION 16

16.1 AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Contractor" and jointly referred to as the Parties.

W I T N E S E T H:

WHEREAS, the Village advertised an Invitation to Bid (ITB) on December 2, 2020, and

WHEREAS, Contractor submitted a Bid dated _____, 20____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, 20___, the Village Council awarded the Contractor and agreed to enter into an Agreement with said Contractor to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation of Documents

The following documents are hereby incorporated by reference and are made part of this Agreement.

(1) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 2021-11-002 Construction of SRTS Infrastructure Priority 2 – Perrine Elementary.**

(2) Proposal for the Village of Palmetto Bay prepared by Contractor dated _____, 20___. (Exhibit 2).

(3) Required Contract Provisions – Federal Aid Construction Contracts FHWA 1273 (Exhibit 3).

All exhibits referenced in this agreement are made a part of this agreement and are collectively

referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following, in no order of priority, is established:

A. This Agreement
B. Exhibit 1: ITB# 2021-11-002
C. Exhibit 2: Contractor's Submitted Proposal
D. Exhibit 3: FDOT Required Forms

Article 2 Scope of Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the Work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Contractor agrees to provide Goods (hereinafter inclusively referred to as the "Goods") as specifically described and under the terms and conditions set forth in Exhibit 1.
B. Contractor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the Goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.
C. The Project for which the Work under the Agreement Documents may be the whole or only a part is generally described as follows:

Article 3 Qualifications

The Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the Village that the Contractor is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor possesses all of the required licenses and certificates of competency required by the State of Florida, and the Village to perform the Work herein described. Contractor acknowledges that due to the nature of this agreement, that the Contractor must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Contractor shall be solely responsible for

the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Contractor shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157-5606.

Article 5 Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Agreement should be addressed to Dionisio Torres, Director of Public Services.

Article 6 Termination

A. Termination/Cancellation of Agreement Without Cause

Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the agreement will not relieve the Company of any deliverables and work product de prior to the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post contract audit of money due on Contractor's performance). Termination or cancellation of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the Agreement.

B. Termination Because of Default

Without waiving the right to terminated without cause on thirty (30) days' notice, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Agreement will not relieve the Contractor of any deliverables and work product due prior to

the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract).

Article 7 Hold Harmless and Indemnification Statement

The Village, the state of Florida and the Department of Transportation shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Contractor agrees that in the event this Agreement is terminated for the Village's breach, the damages that the Contractor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

The Term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the Work performed.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification: Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification who perform work in connection with this Agreement:

To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the Village and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28 Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Village for the negligent acts or omissions of the Village, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Contractor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village of Palmetto Bay and Florida Department of Transportation (FDOT) shall be named as "additional insured" with respect to this coverage.
- Workers Compensation – Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages
- Errors and omissions or Company liability insurance - $1,000,000

Article 12 Waiver

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by the Contractor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

Article 13 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or

certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:	Company:
Nick Marano	_____
Village Manager	_____
Village of Palmetto Bay	_____
9705 E. Hibiscus Street	_____
Palmetto Bay, FL 33157-5606	_____

Either Party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other Party in accordance with the provisions herein.

Article 14 Assignment

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village.

The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within ten (10) days by the Contractor to the Village. None of the Work or services under this Agreement shall be sub-contracted unless the Primary Contractor obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Agreement and the Primary Contractor shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 15 Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), corporation, individual or Company, other than a bonafide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 16 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither Party shall be entitled to prejudgment interest.

Article 17 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 18 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective assigns, successors, legal representatives, heirs, and beneficiaries, as applicable.

Article 19 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. The Parties additionally acknowledge that the Invitation to Bid (ITB) is herewith an attachment to this Agreement. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 20 Captions and Paragraph Headings

Captions and paragraph heading contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 21 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 22 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Article 23 Exhibits are Inclusionary

All Exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference and as attachments to this agreement. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 24 Jurisdiction and Venue

For the purposes of this Agreement, Florida law shall govern the terms of this Contract. Venue shall be in Miami-Dade County, Florida.

Article 25 Sovereign Immunity and Attorney's Fees

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim or breach of Contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in ay state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each Party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 26 Permits, Licenses and Filing Fees

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's Work when applicable.

Article 27 Safety Provisions

The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 28 Public and Employee Safety

Whenever the Contractor operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village,

furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 29 Preservation of Village Property

The Contractor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

Article 30 Immigration Act of 1986

The Primary Contractor warrants on behalf of itself and all sub-contractors engaged for the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the immigration and Nationality Act.

Article 31 Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Contractor agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (23 CFR Part 230).

Article 32 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Contractors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall cause any such ambiguity or defect to be construed against the Contractor. An ambiguity or defect shall be considered patent if it is of such a nature that the Contractor, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Primary Contractor or

sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Contractor shall immediately notify the Village in writing, and the Contractor and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by the Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 33 Warranty of Authority

The signatories to this Agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this Agreement and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 34 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the language in this Agreement shall be construed as to its fair meaning and not strictly for or against any party.

Article 35 Contract Time

35.1 The Contract term commences after the Contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

35.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Section 1.2, plus extensions thereof allowed in accordance with Section 12.7 of the ITB. They also recognize the expense and difficulties involved in proving, in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or

Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER applicable liquidated damages by the amounts specified in Section 1.2 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 36 Contract Price

36.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (Contract price is the summation of all the bid sheets):

Contract Price **$**_____

Contract Price (in words) _____

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER	COMPANY
Village of Palmetto Bay	
ADDRESS	ADDRESS
9705 E. Hibiscus Street Palmetto Bay, FL 33157-5606	
BY	BY
Nick Marano Print Name	Print Name
Village Manager Title	Title

ATTEST

Missel Arocha Village Clerk	Witness
APPROVED AS TO FORM BY	Print Name
John Dellagloria Village Attorney	

Exhibit 3

Federal Provisions to Agreement found in APPENDIX "C" of ITB

Attached and Incorporated as Part of This Agreement

16.2 FHWA-1273 REQUIRED CONTRACT PROVISIONS

Located in Appendix "C" on page 212-223– "FDOT Required Forms" as an attachment to this ITB.

16.3 APPENDICES A AND E

Title VI Assurance – DOT 1050.2, Appendices A and E FDOT's Division 1 Specification information is included on pages 79-81.

END OF SECTION

SECTION 17

17.1 NOTICE TO PROCEED

TO: _____ DATE: _____
Contractor

_____
Contractor Representative

_____
Title

PROJECT DESCRIPTION: Safe Route to School (SRTS) Perrine Elementary School 2021-11-002, in accordance with Contract Documents as prepared by The Village of Palmetto Bay.

You are hereby notified that the above referenced contract is awarded in accordance with the Agreement dated _____, Village of Palmetto Bay.

BY: _____
Nick Marano

TITLE: VILLAGE MANAGER

17.2 ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by a representative of the Prime Contractor, this _____ day of _____, 20_____.

BY: _____

TITLE: _____

END OF SECTION

SECTION 18

18.1 ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for Village of Palmetto Bay, **Safe Route To School (SRTS) Perrine Elementary School** Project No. **2021-11-002**, 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 Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

_____
(Subcontractor Name(s)

to comply with such act or regulation.

_____
CONTRACTOR

ATTEST

BY: _____

_____
SIGNATURE

END OF SECTION

SECTION 19

PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the work day of the final Friday of each month. CONTRACTOR shall submit by the first Friday of each month CONTRACTOR's completed Application for Payment for the previous period. VILLAGE must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, CONTRACTOR shall submit his application on the next workday.

CONTRACTOR is advised that processing of draws must follow this schedule, as the VILLAGE has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

END OF SECTION

ATTACHMENTS

CONTRACT PLANS FOR PERRINE ELEMENTARY SCHOOL (Plan is inserted before Appendix "A" plan pages 1-20)

APPENDIX "A" – SCHEDULE OF VALUES (BID FORM)**……**……..189-190

APPENDIX "B" - CURRENT WAGE TABLE……191-198

APPENDIX "C" – FDOT REQUIRED FORMS…….199-223

The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this ITB as though fully set forth herein.

VILLAGE OF PALMETTO BAY

SAFE ROUTES TO SCHOOL

FOR

PERRINE ELEMENTARY

CONTRACT PLANS

FINANCIAL PROJECT ID 431503-1-58-01

MIAMI-DADE COUNTY (87090)

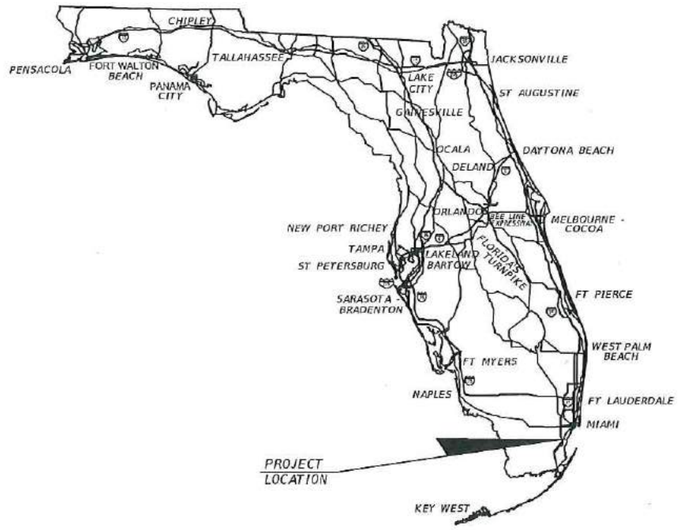
SW 92nd AVENUE

FROM

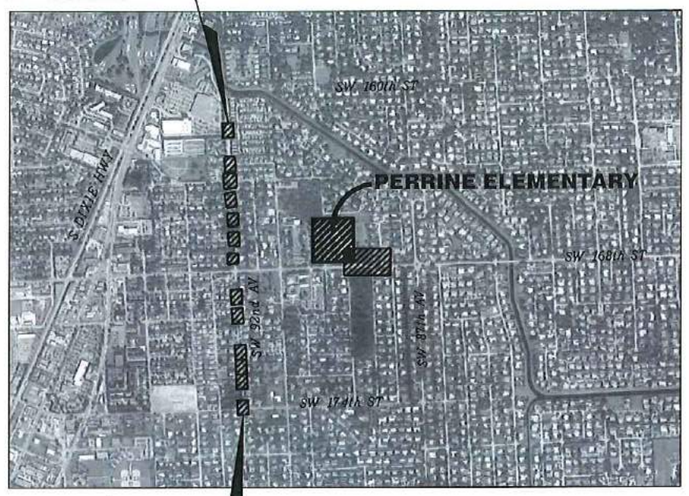
SW 174th STREET TO SW 161st LANE

&

INTERSECTION OF SW 87TH AVENUE & SW 168th STREET



END
CONSTRUCTION
STA. 58+45.85
℄ of SURVEY



FOR PROJECT LOCATION REFER TO SHEET 4
"PROJECT LAYOUT"

BEGIN
CONSTRUCTION
STA. 16+02.43
℄ of SURVEY

N

COMMISSION:

EUGENE FLINN, MAYOR

JOHN DUBOIS, VICE MAYOR

KARYN CUNNINGHAM, SEAT 1

DAVID SINGER, SEAT 2

LARISSA SIEGEL LARA, SEAT 3

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES & DETAILS
4	PROJECT LAYOUT
5 - 18	ROADWAY PLANS
19	TRAFFIC CONTROL PLAN NOTES
20	SELECTIVE CLEARING AND GRUBBING PLAN

MAP OF TOPOGRAPHIC SURVEY

1	VILLAGE OF PALMETTO BAY

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY2017-18 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website: http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, Jul 2017 Standard Specifications for Road and Bridge Construction at the following website: http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks

ROADWAY PLANS
ENGINEER OF RECORD:

MARLIN SCATTOLINI, P.E. NO.: 80723
R.J. BEHAR & COMPANY, INC.
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
(954) 680-7771
CONTRACT NO.: C-8001
VENDOR NO.: F65 095 4070
CERTIFICATE OF AUTHORIZATION NO.: 00008365

MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
Marlin 9/21/2017

100% SUBMITTAL
09/21/2017

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

FISCAL YEAR	SHEET NO.
17	1

SUMMARY OF PAY ITEMS

FDOT PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
110-1-1	CLEARING AND GRUBBING	LS / AC	1 / 0.09
110-2-2	SELECTIVE CLEARING AND GRUBBING	AC	0.02
120-1	REGULAR EXCAVATION	CY	72
327-70-1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	SY	6
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	4.7
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	17
522-1	CONCRETE SIDEWALK AND DRIVEWAYS. 4" THICK	SY	154
522-2	CONCRETE SIDEWALK AND DRIVEWAYS. 6" THICK	SY	320
527-2	DETECTABLE WARNINGS	SF	301
700-1-11	SINGLE POST SIGN, F&I GM, UP TO 12 SF	AS	1
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1
700-1-50	SINGLE POST SIGN, RELOCATE	AS	9
700-1-60	SINGLE POST SIGN, REMOVE	AS	1
700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	1
700-3-401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	2
700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	1
706-3	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	50
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT	LF	1125
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	153
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	15
711-15-201	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.216

PAY ITEM NOTES:

110-1-1 INCLUDES THE RELOCATION OF THE EXISTING MAILBOX AT STA. 23+64.52

102-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING CONFLICTING MARKINGS AND RESTORATION OF EXISTING PAVEMENT.

MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin S 11/20/17
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PERRINE ELEMENTARY

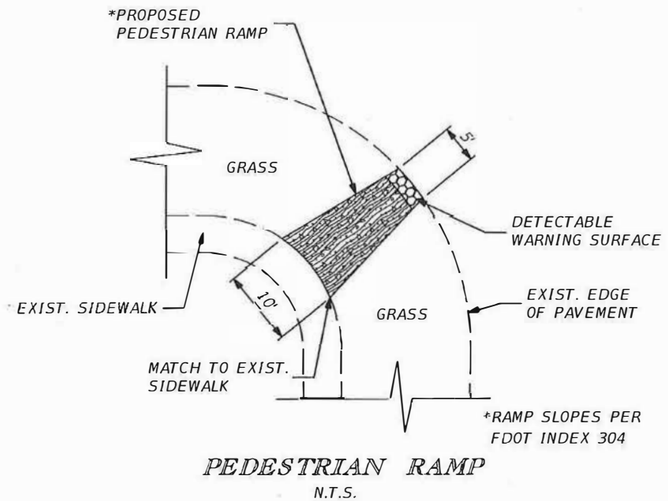
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

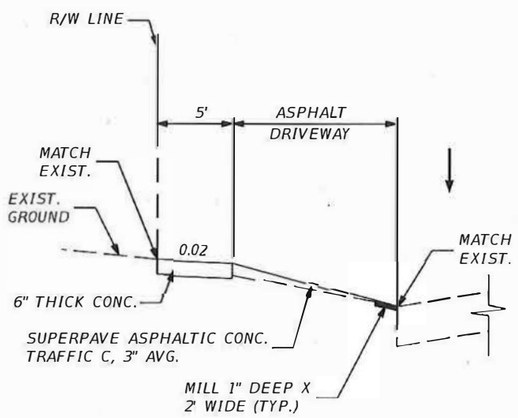
SUMMARY OF PAY ITEMS

SHEET NO. 2



PEDESTRIAN RAMP

N.T.S.



DRIVEWAY DETAIL

N.T.S.

MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
Marlin S 4/20/17

GENERAL:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NGVD 29.
2. THE CONTRACTOR SHALL SUBMIT MOT PLAN TO MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONSTRUCTION DIVISION PRIOR TO COMMENCING WORK.
3. THE DESIGN SPEED AND POSTED SPEED FOR THIS PROJECT ARE BOTH 30 M.P.H.
4. ALL IMPROVEMENTS ARE TO BE CONSTRUCTED AND/OR INSTALLED WITHIN THE EXISTING STATE AND/OR LOCAL RIGHT OF WAY.

1. UTILITIES:

TO REQUEST LIGHTING CONDUIT LOCATIONS, NOTIFY THE ENGINEER AND CALL THE FDOT MAINTENANCE DEPARTMENT TWO (2) FULL BUSINESS DAYS PRIOR TO DIGGING.

FOR MONROE COUNTY AND THE 18 MILE STRETCH CONTACT PATTY IVEY AT (305) 289-6106.
FOR LIMITED ACCESS ROADWAYS IN MIAMI-DADE COUNTY CONTACT LEONARD SALAZAR AT (305) 470-5498.
FOR ALL OTHER ROADWAYS IN MIAMI-DADE COUNTY CONTACT MIKE HUGHES AT (305) 640-7160.

2. UTILITY OWNER:

COMPANY	CONTACT	TELEPHONE
COMCAST CABLE	LEONARD MAXWELL	(954) 447-8405
FLORIDA CITY GAS	OSCAR RODRIGUEZ	(305) 835-3650
DADE COUNTY PUBLIC WORKS & TRAFFIC	OCTAVIO VIDAL	(305) 412-0891 EXT: 201
FLORIDA POWER & LIGHT	MARIO ESCALONA	(305) 219-9143
MIAMI-DADE WATER SEWER	SERGIO GARCIA	(786) 268-5320
AT&T DISTRIBUTION	STEVE LOW	(305) 222-8745
FPL FIBERNET LLC	DANNY HASKETT	(305) 552-2931
MIAMI-DADE ENTERPISE TECHNOLOGY SERVICE	CARLOS PERTUZ	(305) 275-7813
MIAMI-DADE TRAFFIC ENGINEERING DIVISION	DAVID W HAYS	(305) 375-1019
MIAMI-DADE TRANSIT	JOHN DIAZ	(305) 637-3752

ENVIRONMENTAL NOTES

1. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE VILLAGE OF PALMETTO BAY AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
2. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN CORAL REEF PARK OR THE CHARLES DEERING ESTATE.

MIAMI-DADE TRANSIT:

1. THE CONTACT PERSON FOR THE MIAMI-DADE DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW), OFFICE OF SAFETY & SECURITY, IS EDUARDO ABARCA. HIS PHONE NUMBER IS (305) 375-2925.
2. THE EMERGENCY NUMBER FOR THE DTPW BUS TRAFFIC CONTROL CENTER IS: (305) 375-2925.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

PERRINE ELEMENTARY

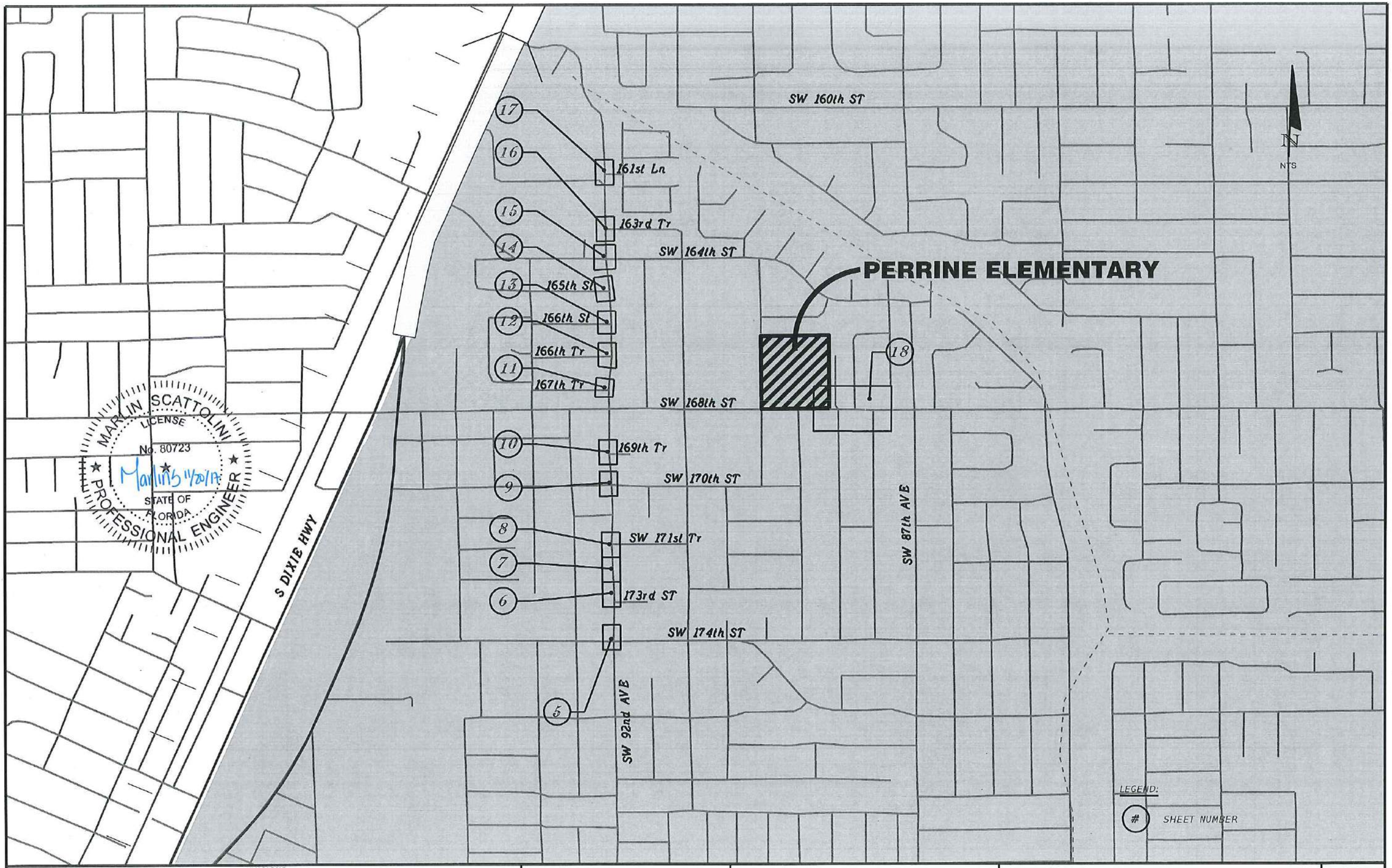
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

GENERAL NOTES & DETAILS

SHEET NO. 3



MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
Marlin S 11/20/17

REVISIONS			
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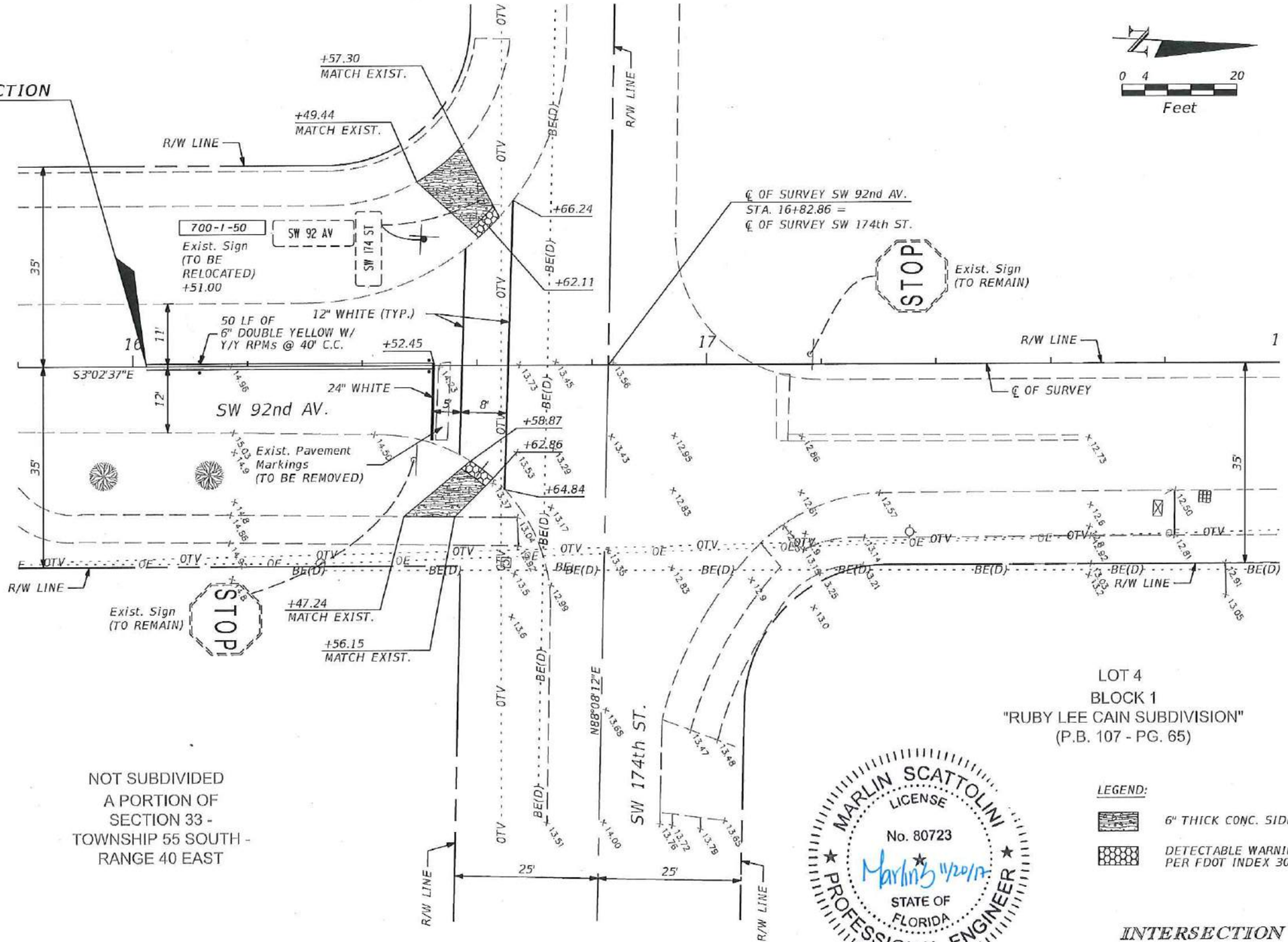
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

PROJECT LAYOUT

SHEET NO. 4

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NOT SUBDIVIDED
A PORTION OF
SECTION 33 -
TOWNSHIP 55 SOUTH -
RANGE 40 EAST

LOT 4
BLOCK 1
"RUBY LEE CAIN SUBDIVISION"
(P.B. 107 - PG. 65)

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
11/20/17

LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

INTERSECTION OF:
SW 92ND AV. & SW 174TH ST.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

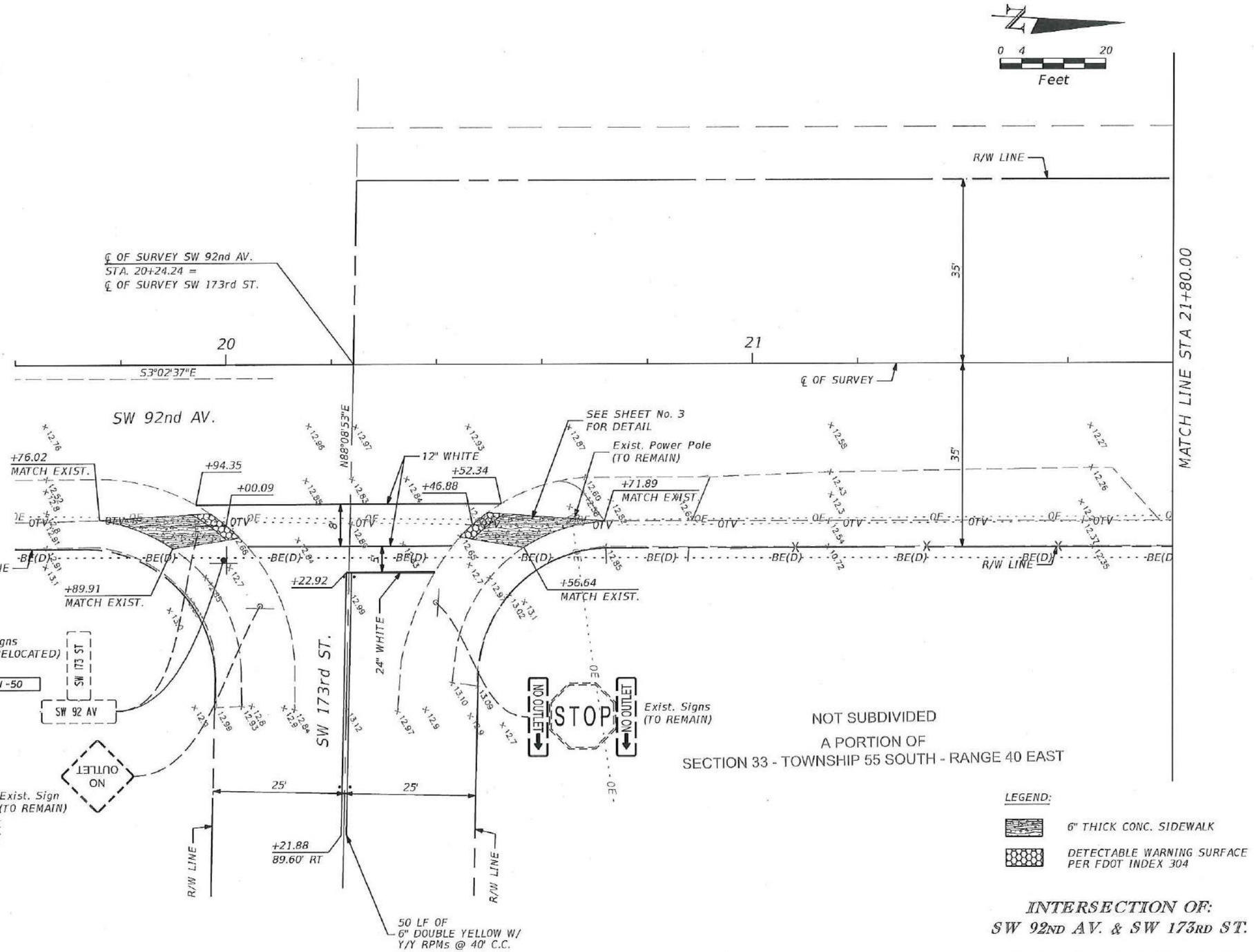
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 5

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

NOT SUBDIVIDED

A PORTION OF

SECTION 33 - TOWNSHIP 55 SOUTH - RANGE 40 EAST

LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

INTERSECTION OF:
SW 92ND AV. & SW 173RD ST.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

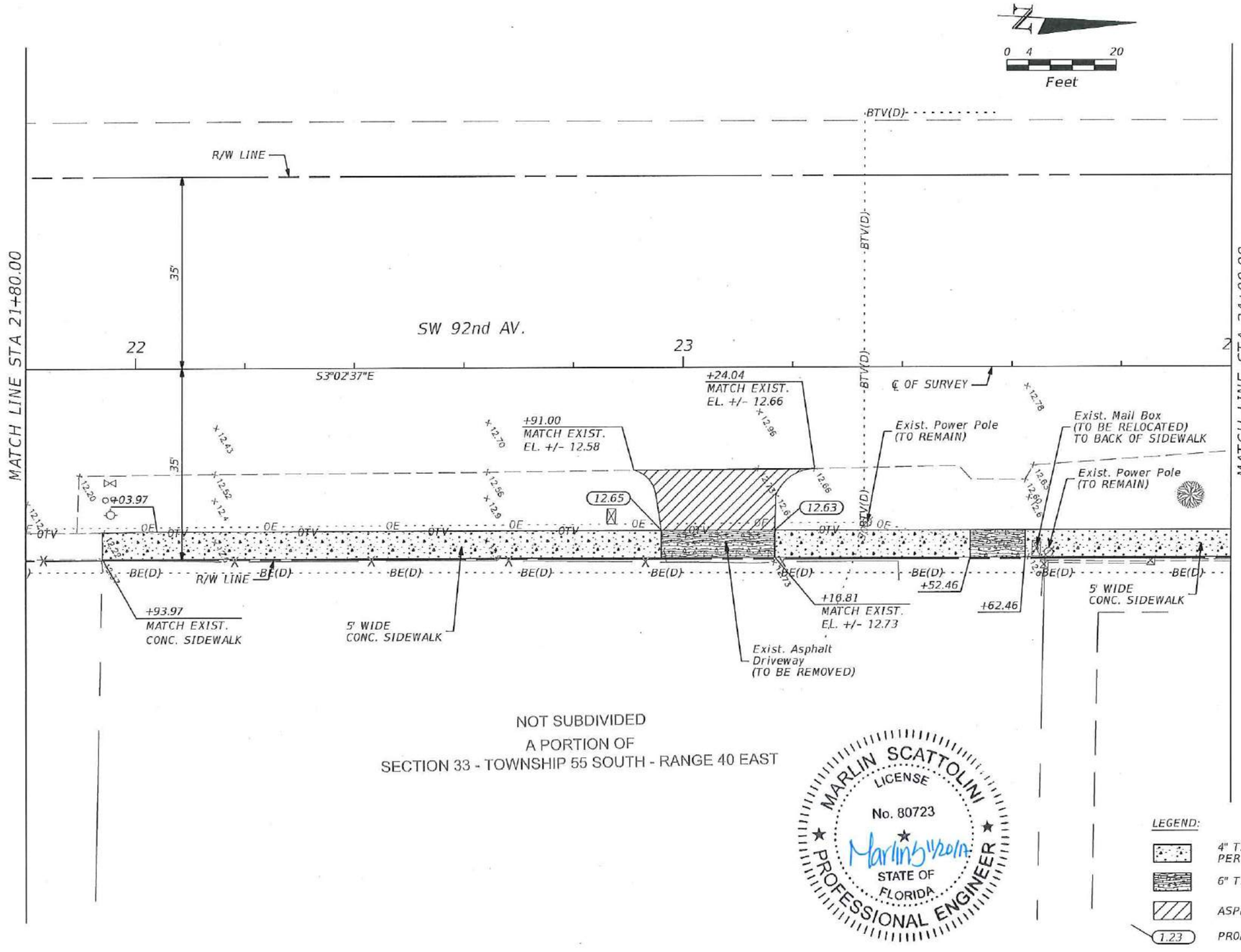
R.J. Behar & Company, Inc.
Engineers • Planners
6601 S.W. 198 AVENUE, SUITE 302
PEMBROKE PINES, FL. 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 6

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NOT SUBDIVIDED

A PORTION OF

SECTION 33 - TOWNSHIP 55 SOUTH - RANGE 40 EAST

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

- 4" THICK CONC. SIDEWALK PER FDOT INDEX 310
- 6" THICK CONC. SIDEWALK
- ASPHALT DRIVEWAY
- 1.23 PROPOSED ELEVATION

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

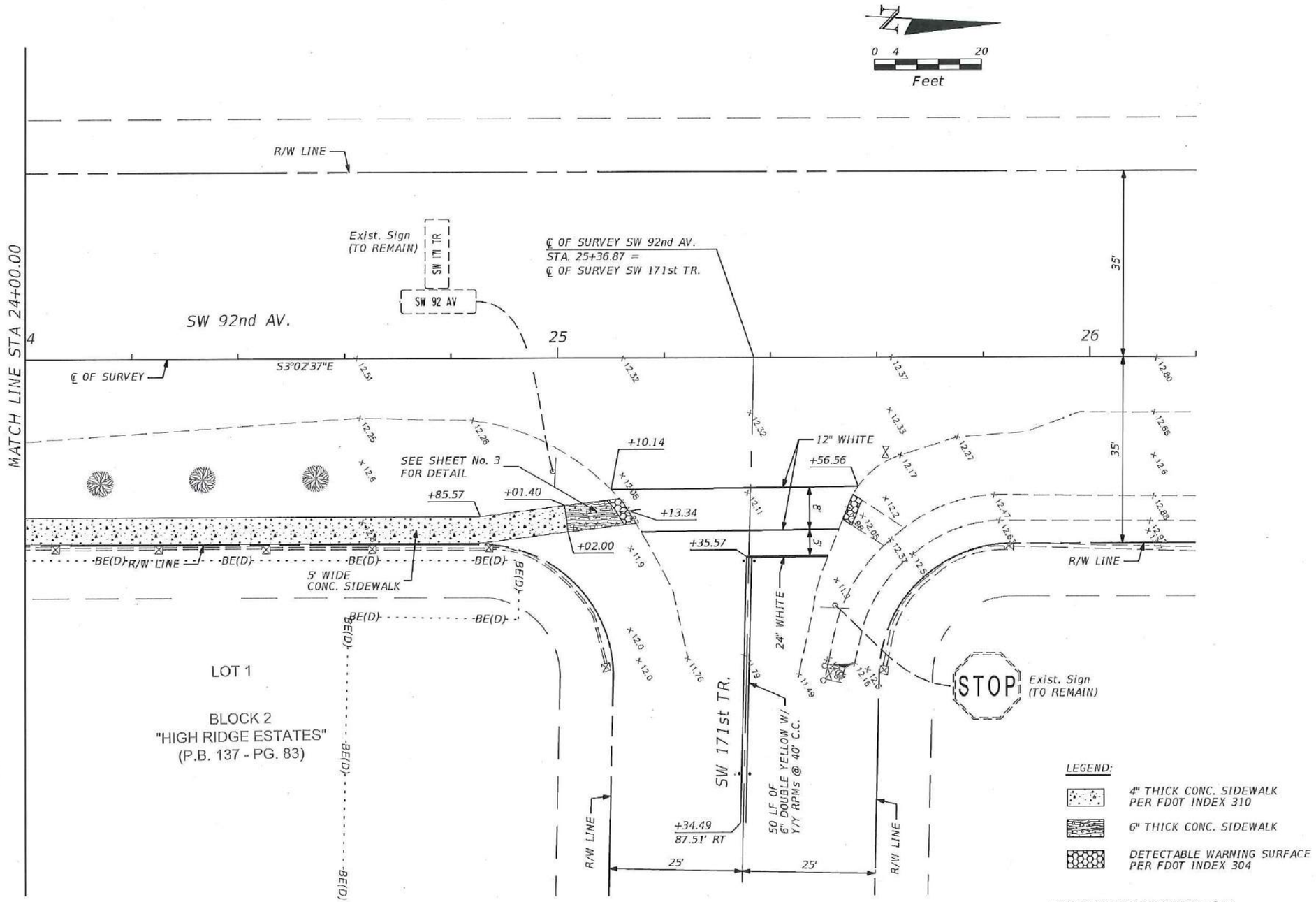
R.J. Behar & Company, Inc.
Engineers • Planners
6651 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 7

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MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin S 11/20/17
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

INTERSECTION OF:
SW 92ND AV. & SW 171ST ST.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

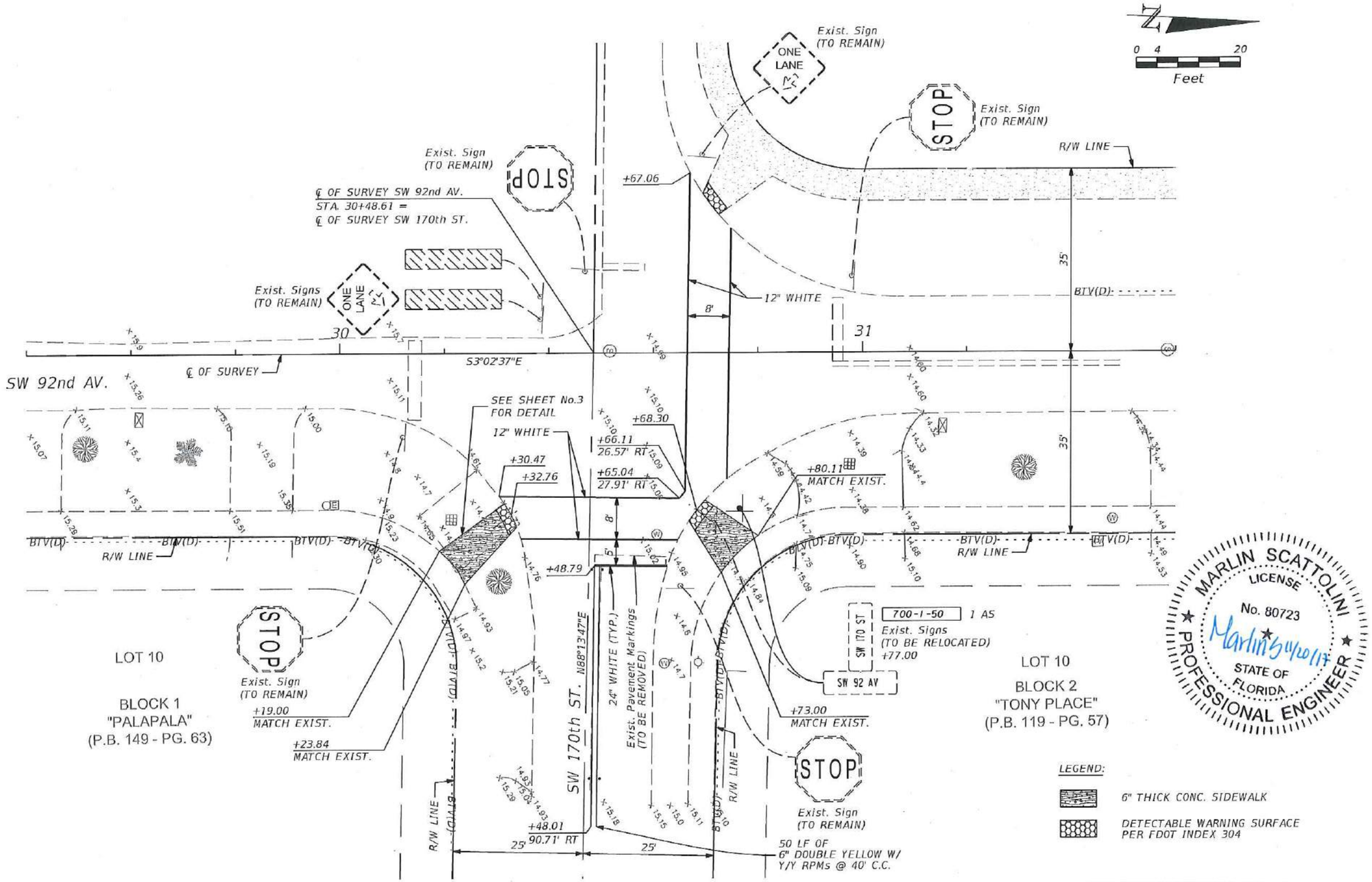
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 8

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INTERSECTION OF:
SW 92ND AV. & SW 170TH ST.

PERRINE ELEMENTARY

REVISIONS			
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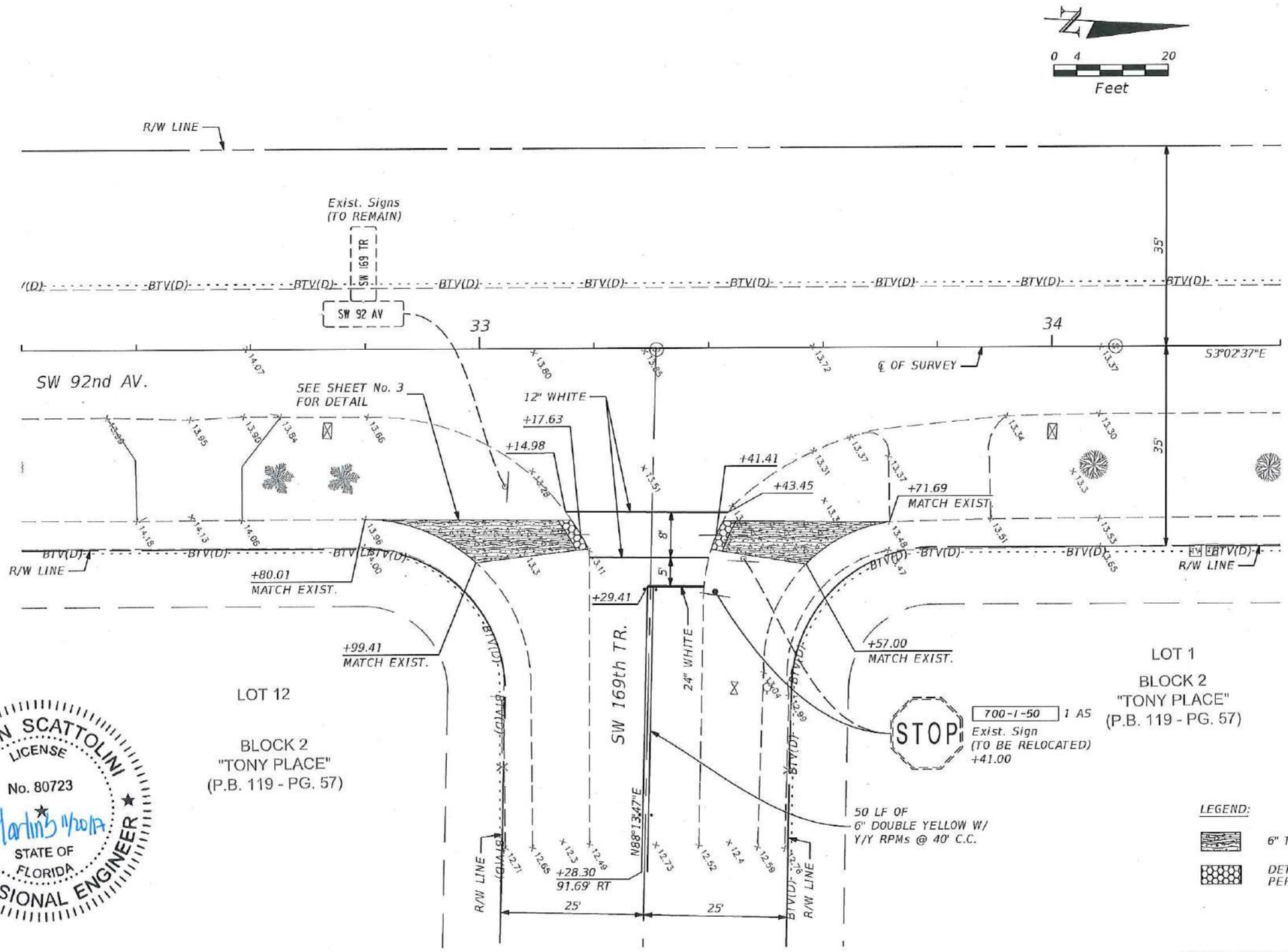
R.J. Behar & Company, Inc.
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6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 9

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/2017

INTERSECTION OF:
SW 92ND AV. & SW 169TH TR.

PERRINE ELEMENTARY

REVISIONS			
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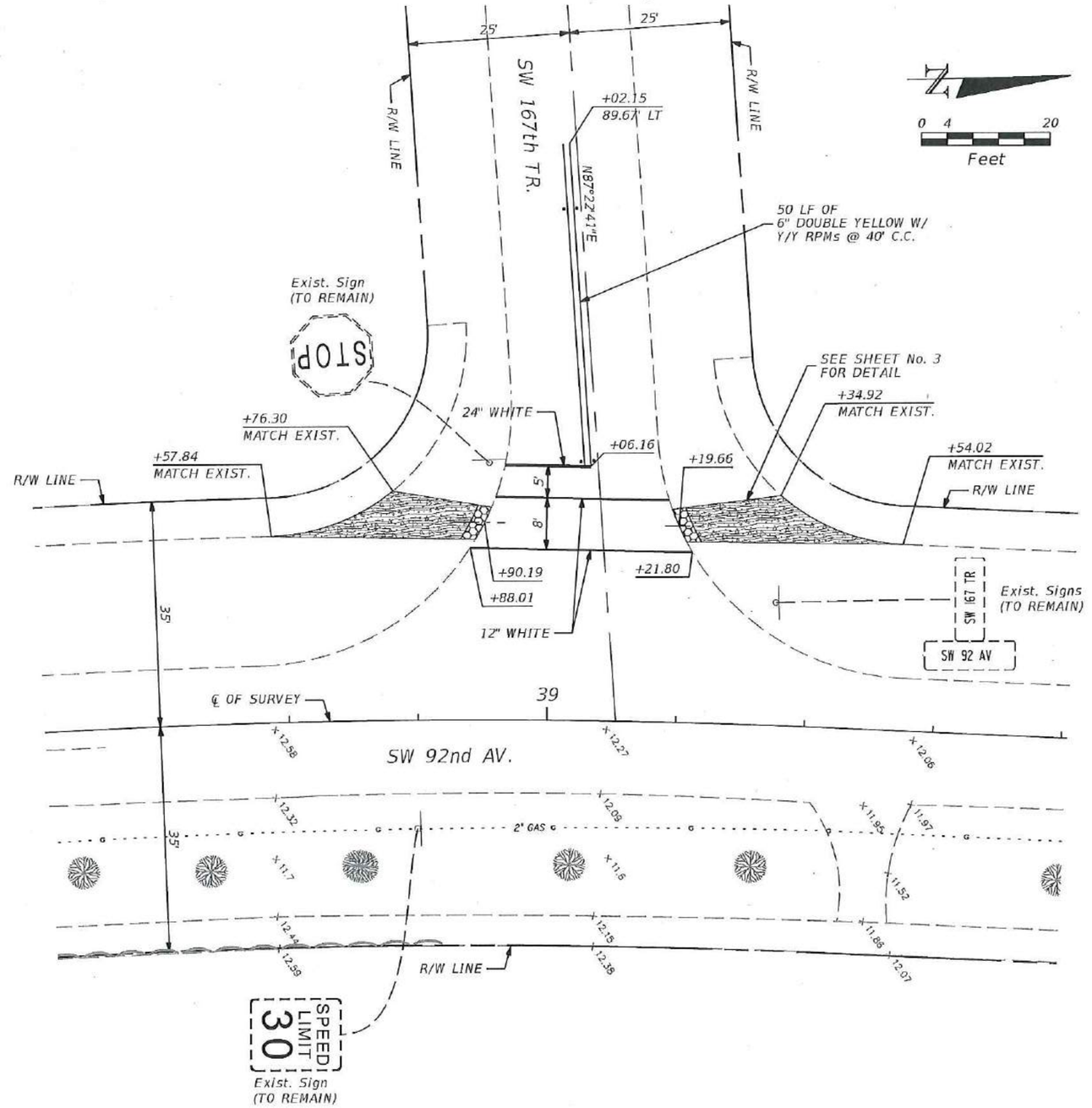
R.J. Behar & Company, Inc.
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6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF
PALMETTO BAY

ROADWAY PLAN

SHEET NO. 10

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

INTERSECTION OF:
SW 92ND AV. & SW 167TH TR.

PERRINE ELEMENTARY

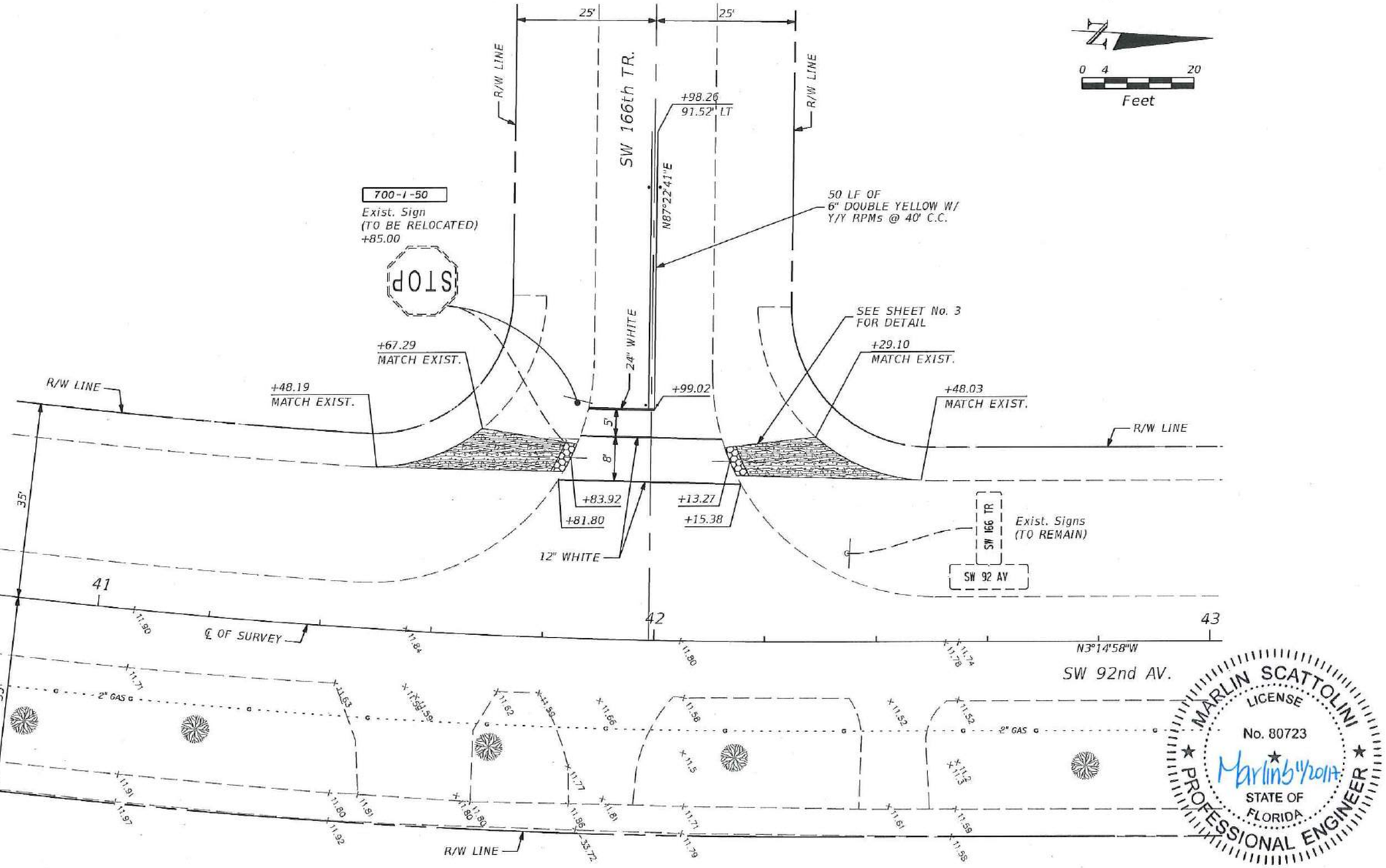
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DATE	DESCRIPTION	DATE	DESCRIPTION

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6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 11



LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
Marlin 5/1/2017

INTERSECTION OF:
SW 92ND AV. & SW 166TH TR.

PERRINE ELEMENTARY

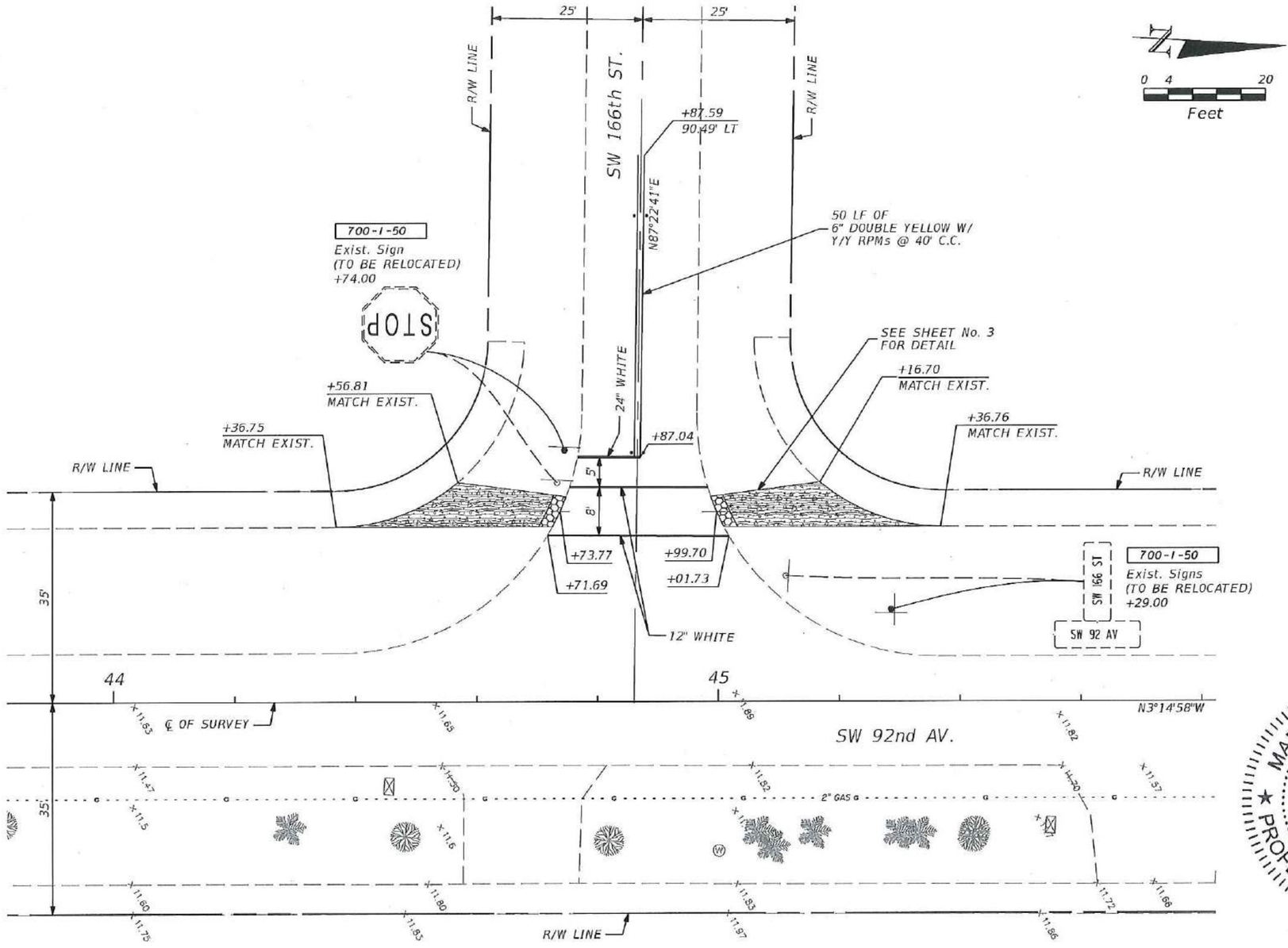
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DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF
PALMETTO BAY

ROADWAY PLAN

SHEET NO. 12



0 4 20
Feet

LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
Marlin 5/4/2017

INTERSECTION OF:
SW 92ND AV. & SW 166TH ST.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

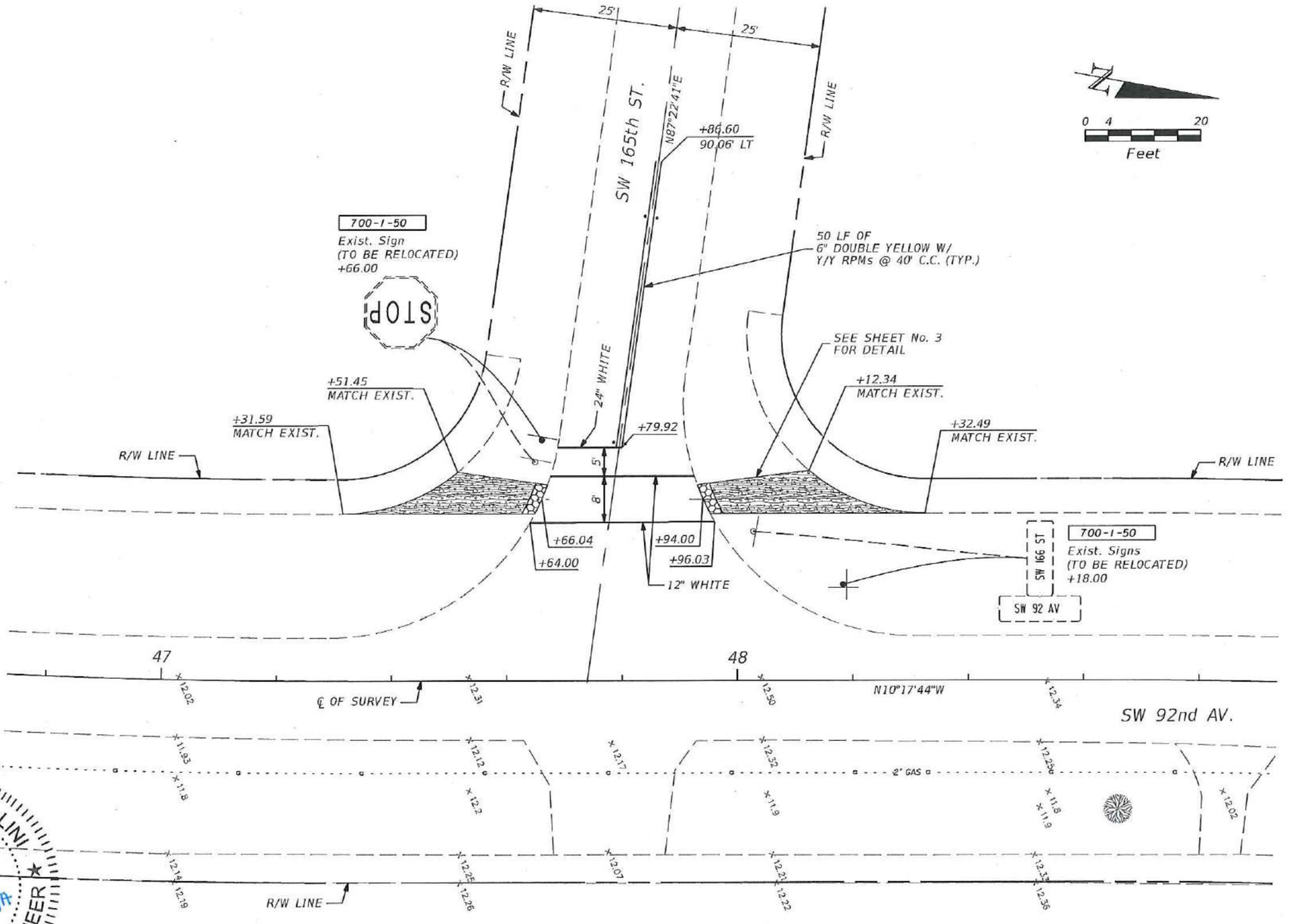
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6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 13

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

INTERSECTION OF:
SW 92ND AV. & SW 165TH ST.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

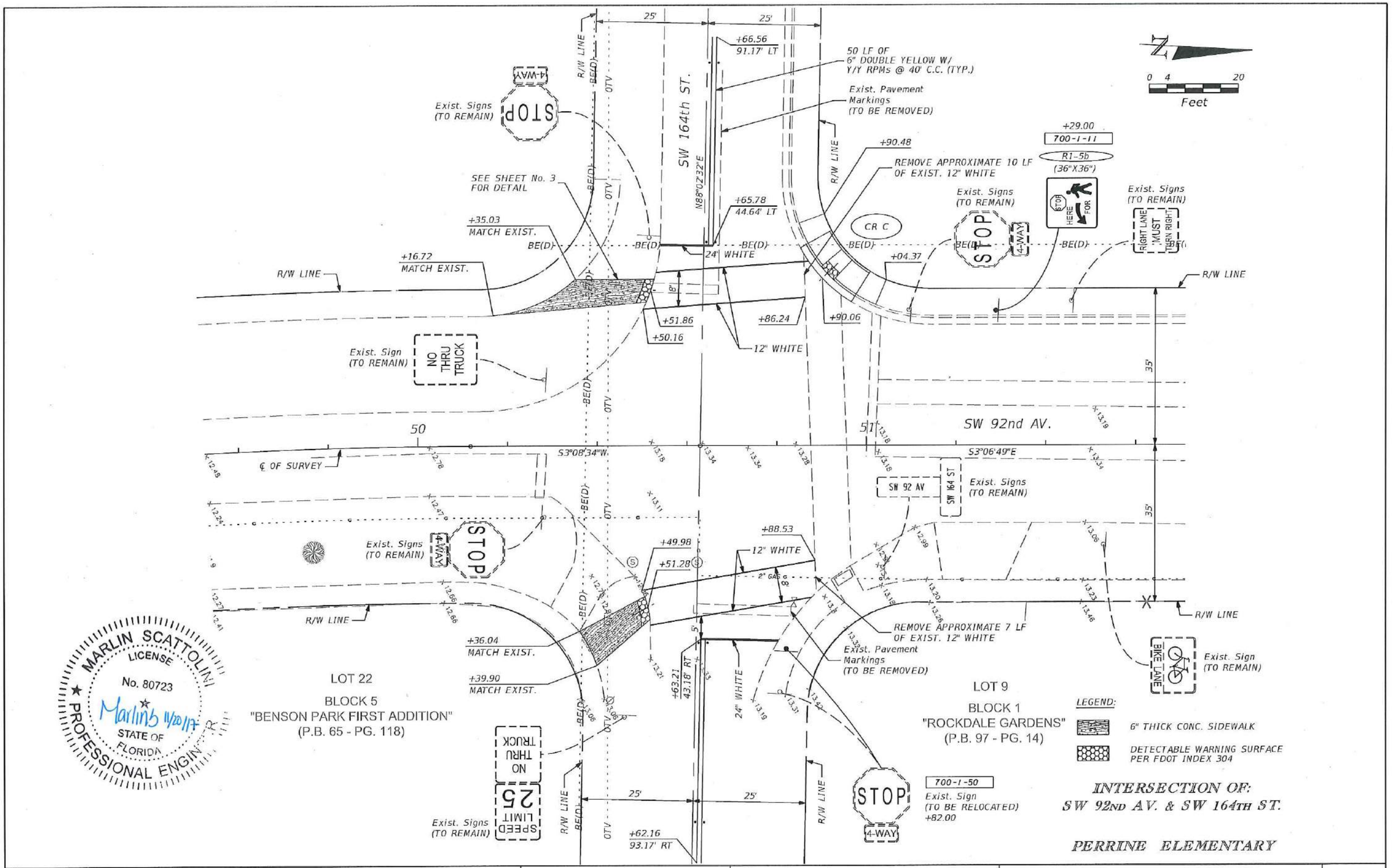
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MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF
PALMETTO BAY

ROADWAY PLAN

SHEET NO. 14

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

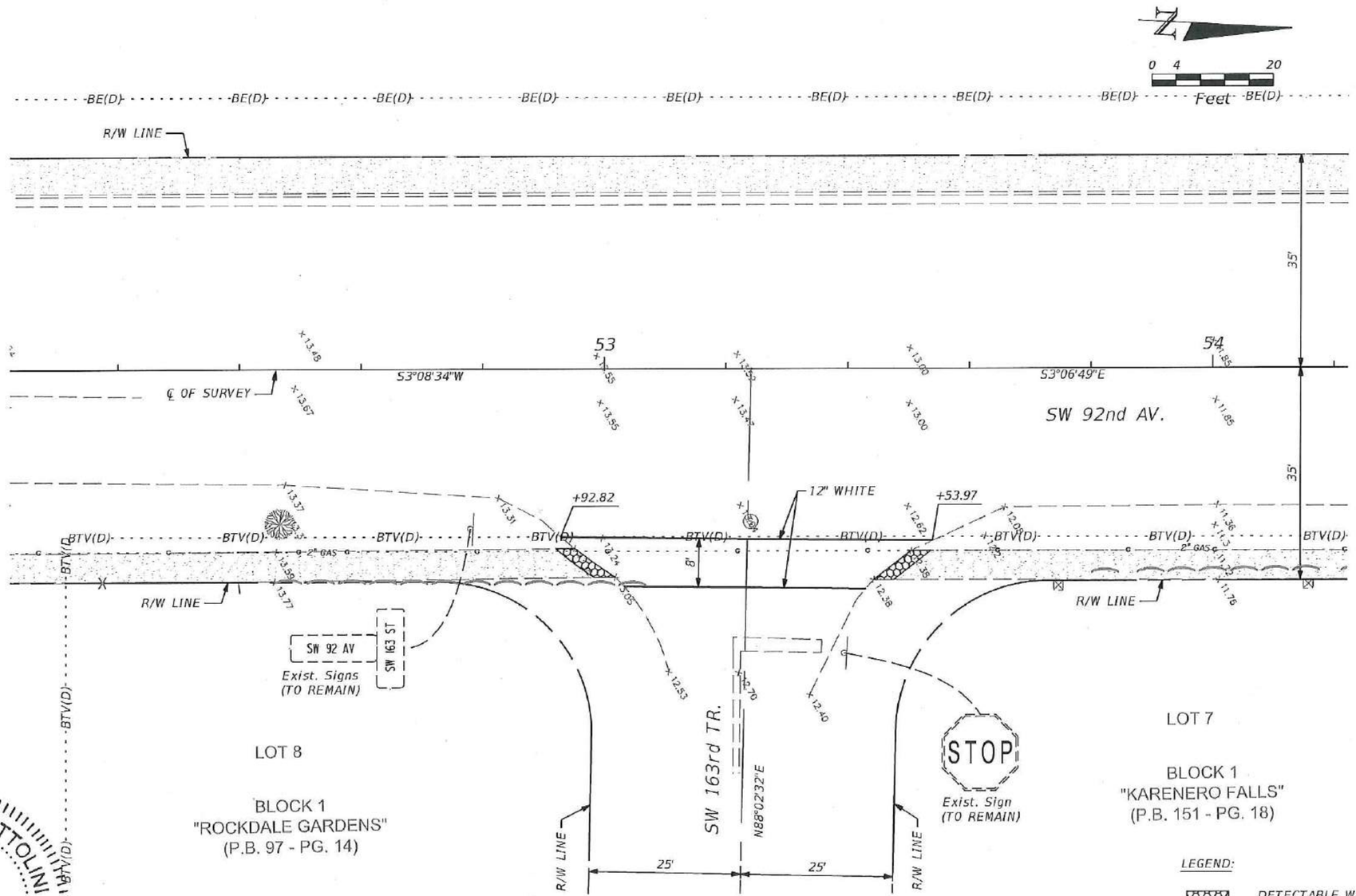
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PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 15

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

DETECTABLE WARNING SURFACE PER FDOT INDEX 304

INTERSECTION OF: SW 92ND AV. & SW 163RD TR.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

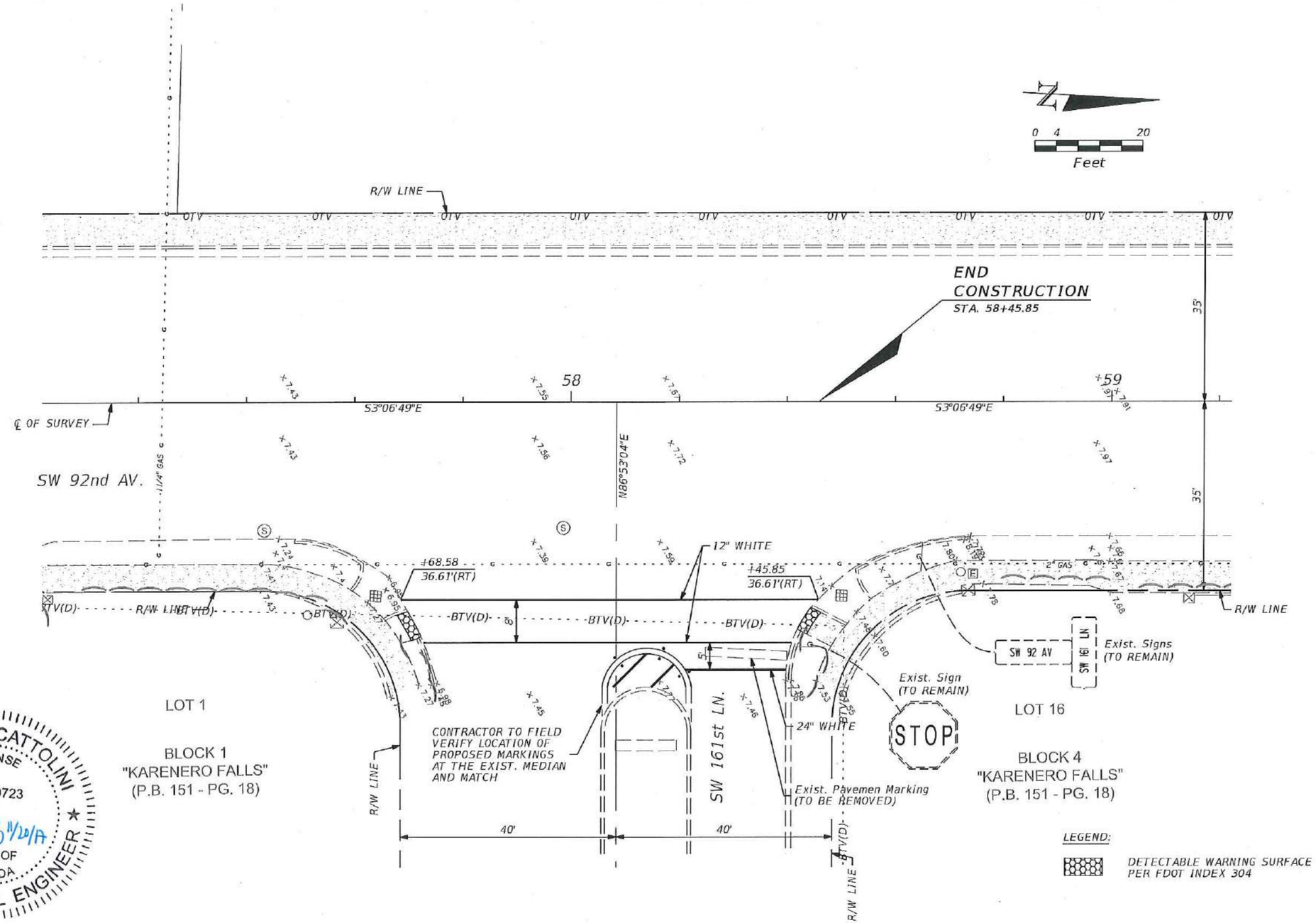
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 16

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

INTERSECTION OF:
SW 92ND AV. & SW 161ST LN.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 17

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NOTE:

ALL EXISTING SIGNS ARE TO REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.

N

0 10 50
Feet

Exist. Sign (TO REMAIN)

Exist. Sign (TO BE REMOVED)
SCHOOL SPEED LIMIT 15 7:45 - 8:45 AM 1:45 - 4:00 PM EXCEPT WED 12:45 - 3:00 PM SCHOOL DAYS
700-1-60 (1) AS

700-1-12 (1) AS
R2-6aP (24"X18") R2-1S (24"X68")
PER MIAMI-DADE COUNTY - DTPW
SCHOOL SPEED LIMIT 15 7:45 - 8:45 AM 1:45 - 3:30 PM EXCEPT WED 1:45 - 2:30 PM SCHOOL DAYS
FINES DOUBLE

Exist. Sign (TO REMAIN)
SCHOOL ZONE 15 MPH

Exist. Signs (TO REMAIN)
SW 168 ST
SW 87 PL

SHARE THE ROAD
Exist. Sign (TO REMAIN)

W16-9P (24"X12")
700-3101
Exist. Sign (TO REMAIN)
AHEAD

Exist. Sign (TO REMAIN)
SPEED ZONE AHEAD
NO PARKING BUS STOP

PERRINE ELEMENTARY SCHOOL

SW 87th PL.

R/W LINE

404 405 406 407 408 409 410 411

℄ OF SURVEY

SW 168th ST.

S88°13'44"W

40'

35'

2" GAS G

R/W LINE

SW 88th AV.

SW 87th CT.

Exist. Sign (TO REMAIN)

Exist. Sign (TO REMAIN)

NO STOPPING OR STANDING TOW-AWAY ZONE
Exist. Sign (TO REMAIN)

Exist. Sign (TO REMAIN)
SW 88 AV
SW 168 ST
Exist. Signs (TO REMAIN)

Exist. Sign (TO REMAIN)
SCHOOL ZONE 15 MPH

SHARE THE ROAD
Exist. Sign (TO REMAIN)

Exist. Sign Panel (TO BE REMOVED)
END SCHOOL ZONE
700-3-601 (1) AS

Exist. Signs (TO REMAIN)
SW 87 CT
SW 168 ST

END DOUBLE FINES ZONE
END SCHOOL ZONE
700-3-401 (2) EA
R2-11a (24"X30") S5-5 (24"X30")
PER MIAMI-DADE COUNTY - DTPW

15 MPH
Exist. Sign (TO REMAIN)

NO PARKING BUS STOP
Exist. Sign (TO REMAIN)

15 MPH
Exist. Signs (TO REMAIN)

SW 168TH ST.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

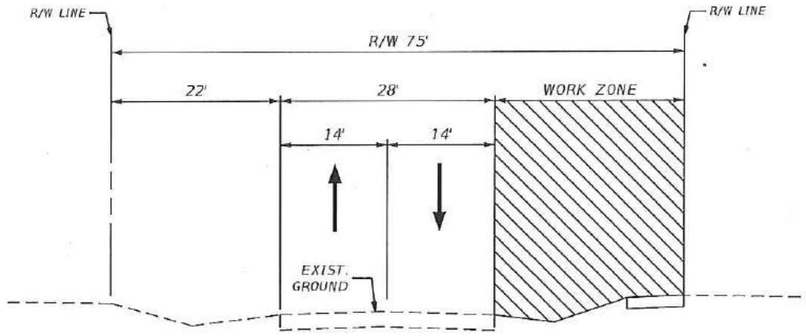
R.J. Behar & Company, Inc.
Engineers • Planners
6881 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 18

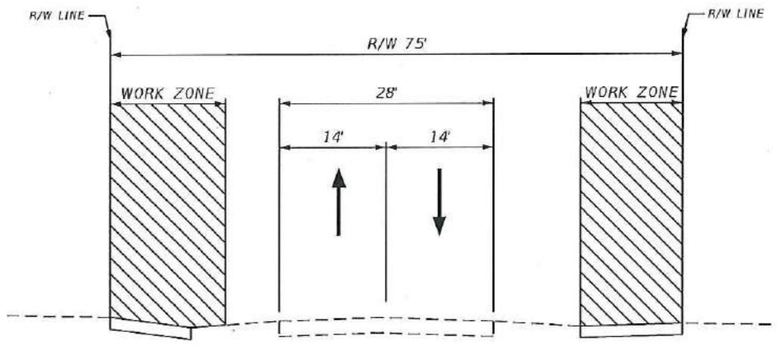
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PHASE 1 - (FROM STA. 30+98.10 TO STA. 33+25.00) (SW 155th ST.)

PHASE 1

1. CONTRACTOR SHALL PLACE TRAFFIC CONTROL DEVICES AS PER FDOT INDEX NO. 600 AND 612.
2. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AS PER FDOT INDEX NO. 660.
3. CONSTRUCT SIDEWALK, DRIVEWAY AND PAVEMENT MARKINGS.



PHASE 1 (ADA RAMPS)

1. CONTRACTOR SHALL PLACE TRAFFIC CONTROL DEVICES AS PER FDOT INDEX NO. 600, 612 AND 605.
2. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AS PER FDOT INDEX NO. 660.
3. CONSTRUCT SIDEWALK, DRIVEWAY AND PAVEMENT MARKINGS.

TRAFFIC CONTROL PLAN NOTES

1. THE TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF FLORIDA D.O.T. DESIGN STANDARD INDEXES (600 SERIES) AND THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS MINIMUM CRITERIA. PROJECT AREAS THAT ARE NOT ACTIVE CONSTRUCTION AREAS ARE TO BE KEPT FREE OF CONSTRUCTION DEBRIS AND ANY UNNECESSARY TRAFFIC CONTROL DEVICES.
2. PEDESTRIAN WALKWAYS, BUS STOPS AND PEDESTRIAN ACESS TO TRANSIT VEHICLES SHOULD BE MAINTAINED FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS, ETC. ANY HAZARDS NEAR OF ADJACENT TO WALKWAYS, BUS STOPS AND ACCESS TO TRANSIT VEHICLES SHOULD BE CLEARLY DELINEATED. USED INDEX 660 FOR PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A WALKING SURFACE IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE AMERICANS WITH DISABILITIES ACT (ADA) FOR PEDESTRIANS. WALK ROUTES FOR ALL PEDESTRIANS, TRANSIT USERS AND SCHOOL STUDENTS WITHIN THE VICINITY OF THE CONSTRUCTION ZONE BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DAYS/NIGHTS/WEEKENDS. NON-PEAK HOURS ARE:

   9:00 AM to 3:30 PM - WEEKDAYS AND WEEKENDS
   10:00 AM to 3:00 PM - WEEKENDS
   NO NIGHT WORK PERMITTED.

5. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE, DETOUR OR MOT PHASE CHANGE BY SUBMITTING THE REQUIRED ELECTRONIC LANE CLOSURE FORM (WWW.FDOTLCIS.COM), SKETCHES, CALCULATIONS, AND OTHER DATA THROUGH THE ENGINEER TO THE DISTRICT TRAFFIC OPERATIONS OFFICE.
6. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAYS SHALL BE 30 M.P.H.
7. LANE CLOSURES SHALL NOT BE PERMITTED DURING SCHOOL SPEED ZONE HOURS WHERE SUCH CLOSURES WILL AFFECT TRAFFIC FLOW IN THE VICINITY OF THE SCHOOL SPEED ZONES.



PERRINE ELEMENTARY

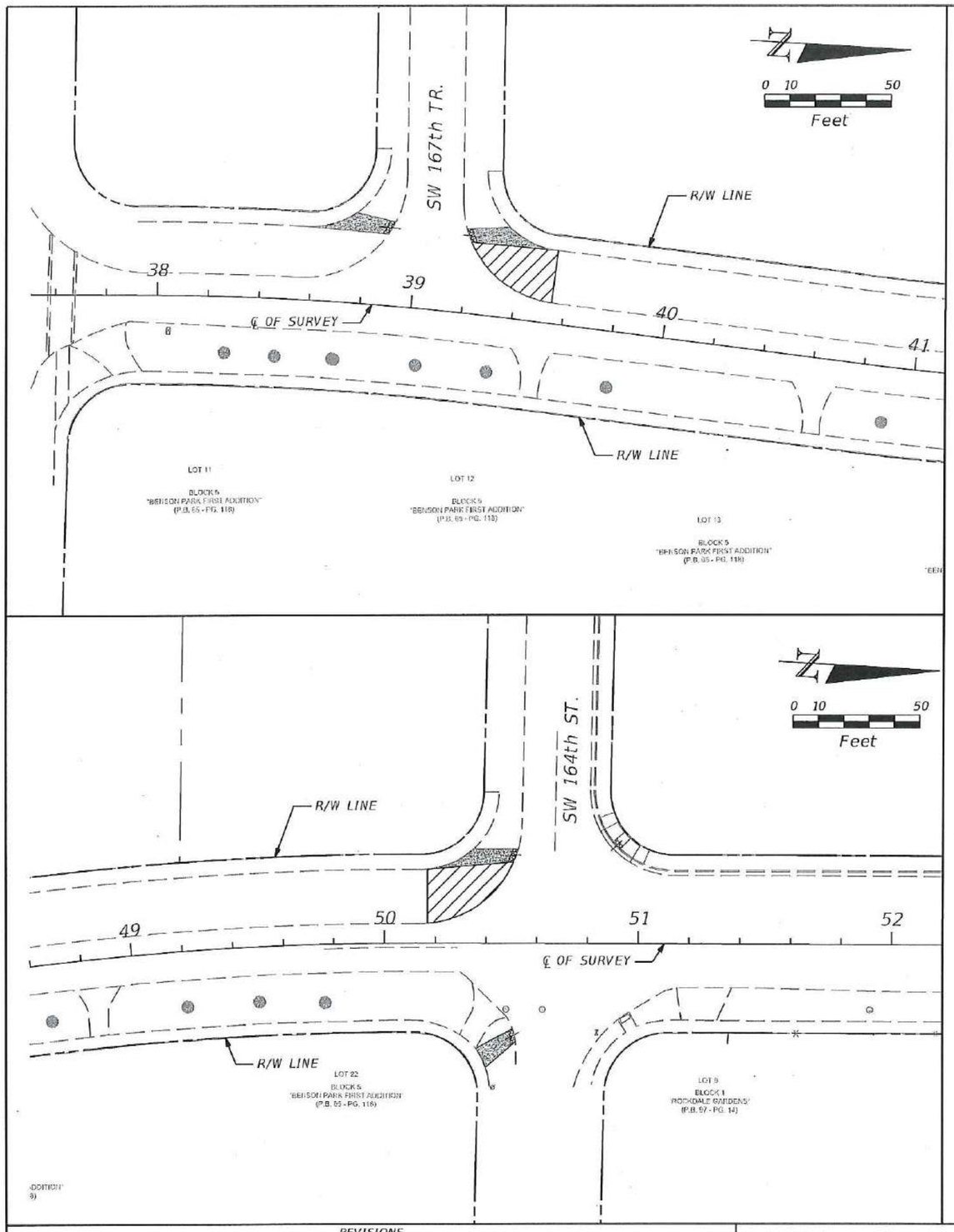
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

TRAFFIC CONTROL PLAN NOTES

SHEET NO. 19



MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Marlin 9/11/2017

LEGEND:

SELECTIVE CLEARING AND GRUBBING

SW 92ND AV.

PERRINE ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. NO.: 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

SELECTIVE CLEARING & GRUBBING PLAN

SHEET NO. 20

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APPENDIX "A" – SCHEDULE OF VALUES-Perrine Elementary School

BID FORM

The following Base Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit Price	Total
101-1	MOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
110-1-1	CLEARING AND GRUBBING	AC	0.09		
110-1-2	SELECTIVE CLEARING AND GRUBBING	AC	0.02		
120-1	REGULAR EXCAVATION	CY	72		
327-70-1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	SY	6		
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	4.7		
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	17		
522-1	CONCRETE SIDEWALK AND DRIVEWAYS. 4" THICK	SY	154		
522-2	CONCRETE SIDEWALK AND DRIVEWAYS. 6" THICK	SY	320		
527-2	DETECTABLE WARNINGS	SF	301		
700-1-11	SINGLE POST SIGN, F&I GM, UP TO 12 SF	AS	1		
700-1-12	SINGLE POST SIGN, F & I GROUND MOUNT, 12-20 SF	AS	1		
700-1-50	SINGLE POST SIGN, RELOCATE	AS	9		
700-1-60	SINGLE POST SIGN, REMOVE	AS	1		
700-3-101	SINGLE PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	1		
700-3-401	SIGN PANEL, INSTALL, UP TO 12SF	EA	2		
700-3-601	SIGN PANEL, REMOVE, UP TO 12SF	EA	1		
706-3	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	50		
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT	LF	1,125		
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE & CROSSWALK	LF	153		
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	15		
711-15-201	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.216		

PAY ITEM NOTES:

110-1-1 INCLUDES THE RELOCATION OF TH EXISTING MAILBOX AT STA. 23 +64.52

102-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING CONFLICTING MARKINGS AND RESTORATION OF EXISTING PAVEMENT.

BASE BID AMOUNT $_____

BASE BID AMOUNT (IN WORDS) _____

_____

Bidder:

_____

By: _____ ***Title:*** _____

APPENDIX "B"

"General Decision Number: FL20200178 09/04/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	09/04/2020

* ELEC0349-002 09/01/2020

	Rates	Fringes
ELECTRICIAN	$ 36.36	11.82

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER	$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.49	0.00
FENCE ERECTOR	$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.16	0.00
INSTALLER - GUARDRAIL	$ 13.43	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 18.43	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.31	0.00
LABORER: Common or General	$ 10.69	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.41	0.00
LABORER: Landscape & Irrigation	$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.91	3.50

LABORER: Pipelayer	$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Boom	$ 18.95	0.00
OPERATOR: Boring Machine	$ 15.29	0.00
OPERATOR: Broom/Sweeper	$ 13.01	0.00
OPERATOR: Bulldozer	$ 16.77	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Concrete Saw	$ 14.43	0.00
OPERATOR: Crane	$ 22.46	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Distributor	$ 13.29	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 16.32	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 20.22	3.85
OPERATOR: Loader	$ 15.53	0.00
OPERATOR: Mechanic	$ 18.03	0.00
OPERATOR: Milling Machine	$ 14.67	0.00
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 13.61	0.00
OPERATOR: Piledriver	$ 17.23	0.00

OPERATOR: Post Driver
(Guardrail/Fences).....$ 14.45 0.00

OPERATOR: Roller.....$ 13.67 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.15 0.00

OPERATOR: Tractor.....$ 12.19 0.00

OPERATOR: Trencher.....$ 14.74 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 12.96 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 19.07 0.00

TRUCK DRIVER: Distributor
Truck.....$ 14.96 2.17

TRUCK DRIVER: Dump Truck.....$ 12.19 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.07 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Vactor Truck.....$ 14.21 0.00

TRUCK DRIVER: Water Truck.....$ 13.17 1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave

for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Appendix "C"

FDOT Required Forms

LAP CERTIFICATION OF CURRENT CAPACITY (FORM 525-010-46)…….199-200

DBE BID PACKAGE INFORMATION (FORM 275-030-11)……201-202

CERTIFICATION REGARDING DEBARMENT… (FORM 375-030-32)……203

CERTIFICATION OF LOBBYING ACTIVITIES (FORM 375-030-33)……..204

DISCLOSURE OF LOBBYING ACTIVITIES (FORM 375-030-34)……..205-206

NON-COLLUSION DECLARATION (FORM 575-060-13)……..207-209

E-VERIFY ACKNOWLEDGMENT FORM (FORM 375-040-68)……210

BID OPPORTUNITY LIST (FORM 375-040-62)……..211

FHWA 1273……212-223

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E-Verify Acknowledgment Form

Contract No: _____
Financial Project No(s): _____
Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:
Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. all persons including subcontractors, assigned by the Vendor/Consultant to Perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX "A" – SCHEDULE OF VALUES-Perrine Elementary School

BID FORM

The following Base Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit Price	Total
101-1	MOBILIZATION	LS	1	10,502.67	10,502.67
102-1	MAINTENANCE OF TRAFFIC	LS	1	23,285.38	23,285.38
110-1-1	CLEARING AND GRUBBING	AC	0.09	86,542.38	7,788.81
110-1-2	SELECTIVE CLEARING AND GRUBBING	AC	0.02	50,758.72	1,015.17
120-1	REGULAR EXCAVATION	CY	72	24.56	1,768.32
327-70-1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	SY	6	146.80	880.80
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	4.7	532.24	2,501.53
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	17	30.32	515.44
522-1	CONCRETE SIDEWALK AND DRIVEWAYS. 4" THICK	SY	154	54.40	8,377.60
522-2	CONCRETE SIDEWALK AND DRIVEWAYS. 6" THICK	SY	320	62.75	20,080.00
527-2	DETECTABLE WARNINGS	SF	301	55.99	16,852.99
700-1-11	SINGLE POST SIGN, F&I GM, UP TO 12 SF	AS	1	687.26	687.26
700-1-12	SINGLE POST SIGN, F & I GROUND MOUNT, 12-20 SF	AS	1	945.24	945.24
700-1-50	SINGLE POST SIGN, RELOCATE	AS	9	334.35	3,009.15
700-1-60	SINGLE POST SIGN, REMOVE	AS	1	235.80	235.80
700-3-101	SINGLE PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	1	429.28	429.28
700-3-401	SIGN PANEL, INSTALL, UP TO 12SF	EA	2	182.40	364.80
700-3-601	SIGN PANEL, REMOVE, UP TO 12SF	EA	1	171.30	171.30
706-3	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	50	9.88	494.00
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT	LF	1,125	2.42	2,722.50
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE & CROSSWALK	LF	153	5.35	818.55
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	15	10.61	159.15
711-15-201	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.216	6,624.07	1,430.80

ADDENDUM NO. 1

Date: December 30, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2021-11-002
Safe Routes to School (SRTS) Infrastructure Priority 2 – Perrine Elementary

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on December 2nd, 2020 and with a bid opening date of January 6th, 2021, with any amendments and/or additions noted below.

Question: Waypoint Contracting, Inc.: Besides the DBE Certification, is there any other FDOT certification required to qualify prior to submission?

Response: The Pre-Qualification criteria is stated on page 57 of the solicitation package. If you have worked as a Prime for FDOT projects, you should be qualified. Please read under Rule 14-22 of the Florida Administrative Code (F.A.C.) for:

Grading (minor)
Portland Cement Concrete (major)
Flexible Paving (major)
Hot Plant-Mix Bituminous Courses (major) and,
Traffic Signal (minor)

Question: American Pipeline Construction: Requesting clarification on what documents are required to be submitted as part of Bid package.

Response: The submittal shall contain, but not limited to:

1. Bid Security of 5% based on bid price
2. Section (13 Forms) which starts on page 138 of the solicitation and ends on page 169.
3. Page 186 (Section 18)

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2021-11-002

Title: Safe Routes to School (SRTS) Infrastructure Priority 2 – Perrine Elementary

Name of Contractor BC&E

Date Addendum Received 12/30/20

Total Pages of Addendum including Acknowledgement 3

Print Name CHRIS BACALAO

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

4. Bid Sheets which start on page 189-190.
5. Certificate of Insurance or letter of insurability
6. List of Sub-Contractor (if using)
7. Addendum acknowledgement sheet
8. Reference history at least (3) references with similar project scope
9. Appendix "C" on page 199 to 211 FDOT Required Forms

Litsy Pittser, Procurement Specialist: Please note that although the Addendums for this project and ITB# 2021-11-003 – Coral Reef are similar, if your intention is to bid on both solicitations, I will need an addendum acknowledgement for both Coral Reef Elementary and Perrine Elementary.

Thank you,



Litsy C. Pittser
Procurement Specialist

PAY ITEM NOTES:

110-1-1 INCLUDES THE RELOCATION OF TH EXISTING MAILBOX AT STA. 23 +64.52

102-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING CONFLICTING MARKINGS AND RESTORATION OF EXISTING PAVEMENT.

BASE BID AMOUNT $ 105,036.54

BASE BID AMOUNT (IN WORDS) one hundred five thousand thirty-seven and fifty-four hundredths

Bidder: Bacallao Construction & Engineering Development

By: _____ ***Title:*** manager

SECTION 13 FORMS

THIS BID IS SUBMITTED TO:

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with The Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

PROPOSER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to PROPOSER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.

In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:

(a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. 1	Dated: 12/30/2020
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

(b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the service.

(c) PROPOSER has studied carefully all local conditions.

I. NOTES TO BIDDERS:

1. CONTRACTOR shall fill in the entire bid form, No spaces are to be left blank.
2. The VILLAGE reserves the right to utilize any combination of the bid units, add alternates as they so desire to achieve the proper balance between the required goods and services the VILLAGE's available budget.
3. The VILLAGE reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

BASE BID:

ONE HUNDRED FIVE THOUSAND THIRTY-SIX

AND FIFTY-FOUR HUNDREDS Dollars

(Written Total Base Bid Price - From Schedule of Values on BID Form)

5. PROPOSER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.

6. Communications concerning this Bid shall be addressed to:

PROPOSER: Bacallao Construction & Engineering Development

Address: 4226 SW 70TH CT

MIAMI, FL 33155

Telephone 305-665-5542

Facsimile Number

Attention: CHRISTOPHER BACALLAO

2 The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY JANUARY 6 , 20 21 .

A CORPORATION

By: Bacallao Construction & Engineering Development

(Corporation Name)

Florida

(State of Incorporation)

By: Christopher Bacallao

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest: _____
(President)

Business address: 4226 SW 70th Ct
Miami, FL 33155

Phone No: (305)796-2805 Facsimile No: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF Florida)

) SS:

COUNTY OF Dade)

I HEREBY CERTIFY that a meeting of the Board of Directors of the Bacallao Construction & Engineering LLC a Corporation existing under the laws of the State of Florida, held on Jan. 6, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, Jan. 6, 2021, to the Village of Palmetto Bay and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 6th, day of January, 2021.

Secretary: _____

(SEAL)

13.2 BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, Bacallao Construction & Engineering Development, LLC dba BC&E, as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, a municipal corporation of the State of Florida in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, January 6 2021 for: Safe Route to School (SRTS) Infrastructure Improvements @ Perrine Elementary School

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Village of Palmetto Bay and furnishes the Performance and Payment Bonds, satisfactory to the VILLAGE, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village of Palmetto Bay and the Surety herein agrees to pay said sum immediately, upon demand of the VILLAGE, in good and lawful money of the United States of America, as OFF for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 6th day of January, 20 21, 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:

Bacallao Construction & Engineering Development, LLC dba BC&E

(Individual or Partnership Principal)

_____ (SEAL)

_____

4226 S.W. 70th Court

(Business Address)

Miami, FL 33155

(Village/State/Zip)

786-427-4531

(Business Phone)

ATTEST:

_____

The Ohio Casualty Insurance Company Secretary

(Corporate Surety)*

By: Charles D Nielson

Charles D. Nielson, Attorney In Fact

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

Christopher Bacallao
(Printed Name)

_____

Manager
(Title)

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this the 6th day of January, 20 21, before me, the undersigned Notary

Public of the State of Florida, personally appeared

Charles D. Nielson and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

☐ Personally identification:

KRISTI MESSEL
MY COMMISSION # GG 138793
EXPIRES: November 14, 2021
Bonded Thru Notary Public Underwriters

(Type of Identification Produced)

☒DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Bid Bond Number of Pages: 5

Number of Signatures Notarized: 1

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204567-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D Nielson; Charles J. Nielson; David R. Hoover; Jarrett Merlucci; Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of December, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of January, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

13.3 LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION OF WORK / LICENSE #	NAME AND ADDRESS OF SUBCONTRACTOR
Traffic signal electrical / EC13004517303	Under Power Corp / 7900 NW 60 st Miami, FL 33166
Hot mix asphalt & paving / CGC1509800 1	Halley Engineering Contractors, Inc. / 13901 NW 115th Ave Miami, FL 33178

If, prior to Notice of the Award, the VILLAGE or the CONTRACTOR has reasonable objection to and refuses to accept any CONTRACTOR, Supplier, person or organization listed, the PROPOSER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

1/6/2021 12:52:05 PM EST

Return to Inquiry Menu

Contractor with Name BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC D/B/A BC&E
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC D/B/A BC&E F472761317001 EXPIRES: 6/30/2021	4226 SW 70TH CT MIAMI, FL 33155 (305)796-2805	4226 SW 70TH CT MIAMI, FL 33155 (305)796-2805

WORK CLASSES

BRIDGE DECK OVERLAYS	DEBRIS REMOVAL (EMERGENCY)
DRAINAGE	FENCING
FLEXIBLE PAVING	GRADING
GRASSING, SEEDING AND SODDING	MINOR BRIDGES
R&R MINOR BRIDGES	SIDEWALK

* Curb & Gutter, Retaining Wall, Rip Rap, Underground Utilities (Water & Sewer).

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

Return to Inquiry Menu

Contractor with Name HALLEY ENGINEERING CONTRACTORS, INC.
1-1 of 1 contractors

Printer Friendly Version

1/6/2021 12:48:02 PM EST

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
HALLEY ENGINEERING CONTRACTORS, INC. F204804098001 EXPIRES: 6/30/2021	13901 NW 118 AVE MIAMI, FL 33178 (305)883-0055	13901 NW 118 AVE MIAMI, FL 33178 (305)883-0055

WORK CLASSES

COMPUTERIZED TRAFFIC CONTROL	DEBRIS REMOVAL (EMERGENCY)
DRAINAGE	ELECTRICAL WORK
FENCING	FLEXIBLE PAVING
GRADING	GRASSING, SEEDING AND SODDING
GUARDRAIL	HOT PLANT-MIXED BITUM. COURSES
INTELLIGENT TRANSPORTATION SYSTEMS	INTERMEDIATE BRIDGES
LANDSCAPING	MAJOR BRIDGE - CURVED STEEL GIRDERS
MAJOR BRIDGE - MULTI-LEVEL ROADWAYS	MINOR BRIDGES
PORTLAND CEMENT CONCRETE ROADWAY PAVING	ROADWAY SIGNING
SIDEWALK	TRAFFIC SIGNAL

* RETAINING WALL; RIPRAP; SANITARY SEWER; CONCRETE CURBS; AND BARRIER WALL. R&R ONLY FOR SOUNDWALL/NOISEWALL.

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

1/6/2021 8:17:06 AM EST

Return to Inquiry Menu

Contractor with Name UNDER POWER CORP
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
UNDER POWER CORP F650445173003 EXPIRES: 6/30/2021	7900 NW 60 STREET MIAMI, FL 33166 (305)468-9900	7900 NW 60 STREET MIAMI, FL 33166 (305)468-9900

WORK CLASSES	
ELECTRICAL WORK	ROADWAY SIGNING
SIDEWALK	TRAFFIC SIGNAL

13.4 PROPOSER QUALIFICATION STATEMENT

The PROPOSER's response to this questionnaire will be utilized as part of the VILLAGE's overall Bid Evaluation and CONTRACTOR selection.

The following minimum experience is required for this project:

a) successful completion, verifiable with references, of at least three roadway construction and reconstruction projects performed in Miami-Dade County in the last three years, and

b) successful completion, verifiable with references, of at least three roadway construction and re-construction projects for governmental agencies in South Florida, with at least one in Miami-Dade County.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List project experience consistent with the requirements stated below.

1. Project Name/Location: NW 41ST Improvements (79th Ave - 87th Ave)

   Project Description: Full roadway reconstruction utilities, asphalt, concrete const. roadway widening 2 to 3 lanes.

   Owner Name: City of Doral

   Contact Person: Eugene Collins

   Contact Telephone No.: (786) 570-6957

   Yearly Budget/Cost: $ 2,656,848.92

   Dates of contract: From: _____

   To: _____

2. Project Name/Location: T6420 - US 1

   Project Description: Roadway reconstruction on US-1 w/ new drainage/utilities

Owner Name: Halley Engineering Contractors, Inc

Contact Person: Alex Halley

Contact Telephone No.: (305) 984-0112

Yearly Budget/Cost: $312,306.66

Dates of contract: From: January 2019

To: December 2019

3. Project Name/Location: RED RD (W.23RD ST TO W. 45TH ST

Project Description: FULL ROADWAY CONSTRUCTION INCLUDING DRAINAGES UTILITIES, ASPHALT, CONCRETE CONST. ROADWAY WIDENING WAS FROM 4 TO 6 LANES WITH MULTIPLE MOT PHASES

Owner Name: FDOT

Contact Person: OSVALDO LARRAZABAL, P.E

Contact Telephone No.: 786-255-2869

Yearly Budget/Cost: $23M

Dates of contract: From: OCTOBER 2012

To: JANUARY 2016

4. Project Name/Location: RED RD (W. 45TH ST TO W.53RD ST

Project Description: FULL ROADWAY CONSTRUCTION INCLUDING DRAINAGES UTILITIES, ASPHALT, CONCRETE CONST. ROADWAY WIDENING WAS FROM 4 TO 6 LANES WITH MULTIPLE MOT PHASES

	Owner Name	FDOT
	Contact Person	OSVALDO LARRAZABAL, P.E
	Contact Telephone No.	786-255-2869
	Yearly Budget/Cost	$15M
	Dates of contract	From: OCTOBER 2012
		To: JUNE 2015
5.	Project Name/Location	RED RD (W. 53RD ST TO W.65TH ST
	Project Description	FULL ROADWAY CONSTRUCTION INCLUDING DRAINAGES UTILITIES, ASPHALT, CONCRETE CONST. ROADWAY WIDENING WAS FROM 4 TO 6 LANES WITH MULTIPLE MOT PHASES
	Owner Name	FDOT
	Contact Person	SERGIO GONZALEZ
	Contact Telephone No.	786-229-7222
	Yearly Budget/Cost	$20M
	Dates of contract	From:
		To:

13.5 NON-COLLUSION AFFIDAVIT

State of Florida)

) SS

County of Dade)

Christopher Bacallao being first duly sworn deposes and says that:

(1) He/She/They is/are the owner

(Owner, Partner, Officer, Representative or Agent) of

Bacallao Construction & Eng., LLC. the PROPOSER that has submitted the attached Bid;

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

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

(4) Neither the said PROPOSER 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 PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: 

_____

(Printed Name) Christopher Bacallao (Title) President

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 6th day of January, 2021 (year), by Christopher Bacallao, the undersigned Notary

Public of The State of Florida, personally appeared and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

ZARAYA ABREGO
Notary Public-State of Florida
Commission # HH 15373
My Commission Expires
June 28, 2024

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

☑ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐DID take an oath, or

☐ DID NOT take an oath.

13.6 BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES AND COMMODITIES AND CONTRACTURAL SERVICES

Located in Appendix "C" on page 211 – "FDOT Required Forms" as an attachment to this ITB.

END OF SECTION

SECTION 14

14.1 PUBLIC ENTITY CRIMES

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 Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a CONTRACTOR, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

14.2 CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. PROPOSER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or its' agencies.

AND

The PROPOSER shall insert and require its sub-contractors to insert, the following provisions as required by Section 14.f of LAP Agreement (FDOT Form No. 525-010-40):

"No member, officer or employee of the RECEIPIENT or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.'

CONTINUED ON NEXT PAGE

14.3 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 Village of Palmetto Bay
by Christopher Bacallao
for Bacallao Construction & Engineering whose
business address is 4226 SW 70th Ct. Miami, FL 33155
and (if applicable) its Federal Employer Identification number (FEIN) is 47-2761317 (IF the entity had 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Para. 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 trail 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 Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a partnership or corporation 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 Para. 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 applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any 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.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (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.

By: _____

Print Name Christopher Bacallao

Title: president

Sworn to and subscribed before me this 6th day of January, 2021

Personally known ✓ or

Produced Identification _____ Notary Public - State of Florida

_____ My Commission Expires _____

_____

(Type of Identification)

ZARAYA ABREGO
Notary Public-State of Florida
Commission # HH 15373
My Commission Expires
June 28, 2024

(Printed, typed, or stamped commission name of notary public)

END OF SECTION

SECTION 15

15.1 NOTICE OF AWARD

TO: Bacallao Construction & Engineering, LLC.

PROJECT DESCRIPTION: Village of Palmetto Bay Safe Route to School (SRTS) Perrine Elementary Schools 2021-11-002 in accordance with Contract Documents as prepared by the Village

and

The VILLAGE has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the Safe Route to School (SRTS) Perrine Elementary Schools 2021-11-002. You are required by the Instruction to PROPOSER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said VILLAGE will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____
Nick Marano

TITLE: VILLAGE MANAGER

Dated this _____ day of _____, 20___.

15.2 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by a representative of the Prime Contractor, this 6th day of January, 2021.

BY: 

TITLE: President

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

END OF SECTION

SECTION 16

16.1 AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of January, 2021, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Bacallao Construction & Eng. Development authorized to do business in the State of Florida, (hereinafter referred to as "Contractor" and jointly referred to as the Parties.

W I T N E S E T H:

WHEREAS, the Village advertised an Invitation to Bid (ITB) on December 2, 2020, and

WHEREAS, Contractor submitted a Bid dated January 6, 2021 in response to the Village's request, and

WHEREAS, at a meeting held on January 6, 2021, the Village Council awarded the Contractor and agreed to enter into an Agreement with said Contractor to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation of Documents

The following documents are hereby incorporated by reference and are made part of this Agreement.

(1) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 2021-11-002 Construction of SRTS Infrastructure Priority 2 – Perrine Elementary.**

(2) Proposal for the Village of Palmetto Bay prepared by Contractor dated Jan. 6, 2021. (Exhibit 2).

(3) Required Contract Provisions – Federal Aid Construction Contracts FHWA 1273 (Exhibit 3).

All exhibits referenced in this agreement are made a part of this agreement and are collectively

referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following, in no order of priority, is established:

A. This Agreement
B. Exhibit 1: ITB# 2021-11-002
C. Exhibit 2: Contractor's Submitted Proposal
D. Exhibit 3: FDOT Required Forms

Article 2 Scope of Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the Work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Contractor agrees to provide Goods (hereinafter inclusively referred to as the "Goods") as specifically described and under the terms and conditions set forth in Exhibit 1.

B. Contractor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the Goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

C. The Project for which the Work under the Agreement Documents may be the whole or only a part is generally described as follows:

Article 3 Qualifications

The Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the Village that the Contractor is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor possesses all of the required licenses and certificates of competency required by the State of Florida, and the Village to perform the Work herein described. Contractor acknowledges that due to the nature of this agreement, that the Contractor must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Contractor shall be solely responsible for

the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Contractor shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157-5606.

Article 5 Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Agreement should be addressed to Dionisio Torres, Director of Public Services.

Article 6 Termination

A. Termination/Cancellation of Agreement Without Cause

Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the agreement will not relieve the Company of any deliverables and work product de prior to the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post contract audit of money due on Contractor's performance). Termination or cancellation of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the Agreement.

B. Termination Because of Default

Without waiving the right to terminated without cause on thirty (30) days' notice, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Agreement will not relieve the Contractor of any deliverables and work product due prior to

the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract).

Article 7 Hold Harmless and Indemnification Statement

The Village, the state of Florida and the Department of Transportation shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Contractor agrees that in the event this Agreement is terminated for the Village's breach, the damages that the Contractor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

The Term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the Work performed.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification: Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification who perform work in connection with this Agreement:

To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the Village and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28 Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Village for the negligent acts or omissions of the Village, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Contractor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village of Palmetto Bay and Florida Department of Transportation (FDOT) shall be named as "additional insured" with respect to this coverage.
- Workers Compensation – Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages
- Errors and omissions or Company liability insurance - $1,000,000

Article 12 Waiver

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by the Contractor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

Article 13 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or

certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157-5606

Company:

christopher Bacallao
Bacallao Construction & Dev. Development
4226 SW 74th Ct
Miami, FL 33155

Either Party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other Party in accordance with the provisions herein.

Article 14 Assignment

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village.
The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within ten (10) days by the Contractor to the Village. None of the Work or services under this Agreement shall be sub-contracted unless the Primary Contractor obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Agreement and the Primary Contractor shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 15 Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), corporation, individual or Company, other than a bonafide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 16 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither Party shall be entitled to prejudgment interest.

Article 17 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 18 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective assigns, successors, legal representatives, heirs, and beneficiaries, as applicable.

Article 19 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. The Parties additionally acknowledge that the Invitation to Bid (ITB) is herewith an attachment to this Agreement. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 20 Captions and Paragraph Headings

Captions and paragraph heading contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 21 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 22 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Article 23 Exhibits are Inclusionary

All Exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference and as attachments to this agreement. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 24 Jurisdiction and Venue

For the purposes of this Agreement, Florida law shall govern the terms of this Contract. Venue shall be in Miami-Dade County, Florida.

Article 25 Sovereign Immunity and Attorney's Fees

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim or breach of Contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in ay state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each Party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 26 Permits, Licenses and Filing Fees

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's Work when applicable.

Article 27 Safety Provisions

The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 28 Public and Employee Safety

Whenever the Contractor operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village,

furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 29 Preservation of Village Property

The Contractor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

Article 30 Immigration Act of 1986

The Primary Contractor warrants on behalf of itself and all sub-contractors engaged for the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the immigration and Nationality Act.

Article 31 Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Contractor agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (23 CFR Part 230).

Article 32 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Contractors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall cause any such ambiguity or defect to be construed against the Contractor. An ambiguity or defect shall be considered patent if it is of such a nature that the Contractor, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Primary Contractor or

sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Contractor shall immediately notify the Village in writing, and the Contractor and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by the Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 33 Warranty of Authority

The signatories to this Agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this Agreement and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 34 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the language in this Agreement shall be construed as to its fair meaning and not strictly for or against any party.

Article 35 Contract Time

35.1 The Contract term commences after the Contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

35.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Section 1.2, plus extensions thereof allowed in accordance with Section 12.7 of the ITB. They also recognize the expense and difficulties involved in proving, in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or

Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER applicable liquidated damages by the amounts specified in Section 1.2 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 36 Contract Price

36.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (Contract price is the summation of all the bid sheets):

Contract Price $ 105,036.54

Contract Price (in words) ONE HUNDRED FIVE THOUSAND THIRTY-SIX AND FIFTY-FOUR HUNDREDS

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157-5606

BY _____

Nick Marano
Print Name

Village Manager
Title

COMPANY

Bacallao Construction & Eng., LLC.

ADDRESS

4226 SW 70th CT
Miami, FL 33155

BY _____

Christopher Bacallao
Print Name

President
Title

ATTEST

_____
Missel Arocha
Village Clerk

Witness _____

Zaranga-Abrego
Print Name

APPROVED AS TO FORM BY

_____
John Dellagloria
Village Attorney

Exhibit 3

Federal Provisions to Agreement found in APPENDIX "C" of ITB

Attached and Incorporated as Part of This Agreement

16.2 FHWA-1273 REQUIRED CONTRACT PROVISIONS
Located in Appendix "C" on page 212-223– "FDOT Required Forms" as an attachment to this ITB.

16.3 APPENDICES A AND E
Title VI Assurance – DOT 1050.2, Appendices A and E FDOT's Division I Specification information is included on pages 79-81.

END OF SECTION

SECTION 18

18.1 ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We Bacallao Construction & Eng. Development, LLC hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for Village of Palmetto Bay, **Safe Route To School (SRTS) Perrine Elementary School** Project No. **2021-11-002**, 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 Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

_____
(Subcontractor Name(s)

to comply with such act or regulation.

BC&E
_____
CONTRACTOR

ATTEST

BY: Christopher Bacallao
_____
SIGNATURE

END OF SECTION

SECTION 19

PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the work day of the final Friday of each month. CONTRACTOR shall submit by the first Friday of each month CONTRACTOR's completed Application for Payment for the previous period. VILLAGE must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, CONTRACTOR shall submit his application on the next workday.

CONTRACTOR is advised that processing of draws must follow this schedule, as the VILLAGE has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

END OF SECTION

ATTACHMENTS

CONTRACT PLANS FOR PERRINE ELEMENTARY SCHOOL (Plan is inserted before Appendix "A" plan pages 1-20)

APPENDIX "A" – SCHEDULE OF VALUES (BID FORM).....189-190

APPENDIX "B" - CURRENT WAGE TABLE.....191-198

APPENDIX "C" – FDOT REQUIRED FORMS.....199-223

The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this ITB as though fully set forth herein.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF 1 2 7 6 1 3 1 7 0 0 1
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 1,922,432.70

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 6th day of January, 2021

Bacallao Construction & Engineering
NAME OF FIRM

By: _____

Manager
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
City of Doral, NW 41ST IMPROVEMENTS (79TH AVE - 87TH AVE)	$2,656,848.92	$878,649.77	$1,729,963.74	$734,978.54	
LEMARTEC, 2848 ANTARCTICA WAY SOUTH FLORIDA CONTAINMENT TERMINAL	$702,932.90	$151,200.00	$754,639.07		$75,463.91
FLORIDA LEMARK, DR. TONI BILBAO PREP ACADEMY 8905 NW 114TH AVE	$316,409.71	$125,500.00	$308,988.91		$38,319.69
LEMARTEC, THE HARBOUR (GROVE BAY) 3385 PAN AMERICAN DR	$1,993,932.72	$558,100.00	$661,769.10		$774,063.62
GREEN LABEL, WEST DADE 7105 SW 47TH AVE	$631,874.89	$210,100.00	$132,267.95		$299,606.94
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00 $1,922,432.70	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Bucallao Construction & Engineering Development

By: _____

Date: 01/06/2021

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: 01/04/2021 Authorized Signature

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☑
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: D617-016-B
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Christopher Bacallao (NAME), hereby declare that I am President (TITLE) of Bacallao Construction & Eng. Development (FIRM) of Miami / Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Christopher Bucallao / President — WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ — WITNESS: _____
SIGNATURE

Executed on this 6th day of January, 2021

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

E-Verify Acknowledgment Form

Contract No: 2021-11-002
Financial Project No(s): 431503-1
Project Description: Safe Route to School Infrastructure Priority 2- Pemine Elementary Schools.

Vendor/Consultant acknowledges and agrees to the following:
Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. all persons including subcontractors, assigned by the Vendor/Consultant to Perform work pursuant to the contract with the Department.

Company/Firm: Bacallao Construction & Eng Development, LLC.

Authorized Signature: _____

Title: President

Date: 01/06/2021

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: Barallao Construction & Engineering Development

Address/Phone Number: 4226 SW 70th Ct, Miami, FL 33155 (305) 665-5542

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 47-2761317
2. Firm Name: Barallao Construction & Eng. Develop.
3. Phone: (305) 665-5542
4. Address: 4226 SW 70th CT Miami, FL 33155
5. Year Firm Established: 2014

6. ☑ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☒ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

AGENDA ITEM

14F

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Safe Routes to School (SRTS) - Infrastructure Priority 2 – Coral Reef Elementary

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING THE SELECTION OF BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC. TO CONSTRUCT BASED ON PLANS APPROVED UNDER THE SAFE ROUTES TO SCHOOL PROGRAM FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FM# 431507-1-58-01 FOR CORAL REEF ELEMENTARY (RFP) NO. 2021-12-003; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY IN THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND EIGHTY-SEVEN CENTS, $ 320,454.87; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village obtained a grant from the Florida Department of Transportation Safe Routes to School program in the amount of $ 320,290.00 to construct or improve some areas around Coral Reef Park Elementary. The plans were created by R.J. Behar and Associates, Inc. taking into consideration the analysis encompassing children's safety walking to school, signage and lights for protection.

FISCAL IMPACT:

The Florida Department of Transportation, Federal Aid Grant # 431507-1 in the amount of $ 320,290.00 covers the majority of the cost based on the lowest bidder, Bacallao Construction and Engineering Development, LLC. of $ 320,454.87. The difference of $ 164.87 will be absorbed by the Public Service Department general fund.

Attachments:

A. Recommendation, FDOT Concurrence with recommendation
B. ITB# 2021-11-003
C. Proposal – Bacallao Construction and Engineering Development, LLC.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING THE SELECTION OF BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC. TO CONSTRUCT BASED ON PLANS APPROVED UNDER THE SAFE ROUTES TO SCHOOL PROGRAM FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FM# 431507-1-58-01 FOR CORAL REEF ELEMENTARY (RFP) NO. 2021-12-003; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY IN THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND EIGHTY-SEVEN CENTS, $ 320,454.87; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village received a grant from the Florida Department of Transportation Safe Routes to School Program, Federal Aid Project Number 431507-1 on June 2nd, 2017 in the amount of $ 320,290.00.

WHEREAS, after completion of the architectural plans from R.J. Behar & Associates, Inc. and the concurrence to publish from FDOT, the Village advertised on December 2nd, 2020, seeking Contractors with FDOT grant experience to bid on the infrastructure project.

WHEREAS, on January 6th, 2021, the Village received two (2) bids from their request.

WHEREAS, Bacallao Construction and Engineering Development, LLC. was the lowest most responsive responsible bidder and concurred by FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute an agreement with Bacallao Construction and Engineering Development, LLC. based on their bid in the amount of $ 320, 454.87.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of October 2021.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

ATTACHMENT A

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Mr. Nick Marano, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 9/30/2021

ITB#: ITB# 2021-11-003 **Item/Service:** Safe Routes to School (SRTS) Infrastructure Priority 2 - Coral Reef Elementary

Attach please find the tabulation and the Concurrence to Award from FDOT

I. Procurement Comments:

There was a total of (2) bids received. Waypoint Contracting, Inc. and Bacallao Construction and Engineering Development, LLC.

II. Recommendation:

a. Which bid is being recommended? Bacallao Construction and Engineering Development, LLC.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes __X__ No ____

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held October 4, 2021.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

DocuSign Envelope ID: 60DCF7C8-6121-4F9D-8916-BDCE9904F794

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

KEVIN J. THIBAULT, P.E.
SECRETARY

July 23, 2021

Dionisio Torres, P.E.,
Director of Public Works
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Subject: **Concurrence Letter for Construction Award**
SRTS to School Priority 2 Coral Reef Elementary
FM # 431507-1-58-01
Contract: G0M00
Federal ID: D617-017-B
County: Miami-Dade

Dear Mr. Torres:

The Florida Department of Transportation (FDOT) has received from the Village of Palmetto Bay (Village) the bid tabulation and request for award concurrence for the subject project. This letter serves as a concurrence from FDOT to Village to proceed with the award recommendation to Bacallao Construction & Engineering Development, LLC, Inc.

Please be advised that, per 23 CFR 635.116 (b), all subcontractor's contracts must be reviewed and approved by the Department prior to execution by the prime contractor.

Attached please find:

- The FDOT Performance Evaluation form, which is administered during the execution and management of the subject project and finalized at project closeout.
- An Excel workbook containing Invoicing instructions and templates for LAP reimbursement requests.

Please contact Alina Philipp at (305) 470-5141 if you have any questions or concerns.

Sincerely,

DocuSigned by:
Xiomara Nunez
D2C7EE0EF9FA4D7...

Xiomara Nunez, MBA, PMP
District Local Program Administrator

Attachments:
Invoicing Instructions and Templates Workbook
Cc: D6 Local Programs Office Project File

INVITATION TO BID

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Safe Route to School (SRTS) Infrastructure Priority 2 - Coral Reef Elementary

ITB NO.:

2021-11-003

DUE DATE:

Wednesday, January 6, 2021 (3:00 PM Local Time)

ISSUED:

Wednesday, December 2, 2020

PROJECT INFORMATION:

Federal Aid Project No.:	431507-1
F.A.P. No. (Construction):	D617-017-B
Financial Management No.:	ARJ48
Contract Number:	2021-11-003

CONTACT PERSONS:

Director
Dionisio Torres
Public Service Department
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Procurement Division-Village Managers Office
LPittser@palmettobay-fl.gov

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The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this ITB as though fully set forth herein.

SECTION 01: INSTRUCTIONS TO BIDDERS

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE BID REACHES THE VILLAGE OF PALMETTO BAY OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1.1 AD SOLICITATION

SAFE ROUTE TO SCHOOL (SRTS) INFRASTRUCTURE IMPROVEMENTS
CORAL REEF ELEMENTARY SCHOOL
ITB #2021-11-003

The Village of Palmetto Bay, Florida is soliciting bids from FDOT pre-qualified proposers under Rule 14-22 of the F.A.C. to provide construction improvements for the Village of Palmetto Bay *SAFE ROUTE TO SCHOOL (SRTS) INFRASTRUCTURE IMPROVEMENTS CORAL REEF ELEMENTARY SCHOOL*. **The Village will receive sealed bids no later than 3:00 p.m. on or before Wednesday the 6th day of January, 2021 (late submittals will not be accepted) by the Village Clerk at, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157,** at which time they will be publicly opened and announced.

A mandatory pre-bid meeting will take place at the Municipal Building, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 on **Tuesday, December 15, 2020 at 10:00 a.m.** OR if the Village remains closed to the public, additional arrangements will be made. Further instructions are stated in the proposal document. **The Bid opening will take place on Wednesday, January 6, 2021 at 3 p.m.**

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation To Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

Bid documents may be obtained on or after Wednesday , December 2nd, 2020. The bid documents may be obtained by visiting our website www.palmettobay-fl.gov and under “Business” scroll down and click Bids & ITB’s. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids.

The method of bidding is lowest responsible responsive bidder.

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1.2 SCHEDULE OF EVENTS

Below is the current schedule of the remaining events that will take place in the selection process. The **Village of Palmetto Bay** reserves the right to make changes or alterations to the schedule as the **Village of Palmetto Bay** determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the **Village of Palmetto Bay**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

SOLICITATION

CONSTRUCTION

Date	Event
Wednesday, December 2, 2020	Release of Solicitation
Tuesday, December 15, 2020	****Mandatory pre-bid meeting at 10:00 a.m. local time at Village of Palmetto Bay Village Hall, 9705 E. Hibiscus St, Palmetto Bay, FL 33157.
Wednesday, December 30, 2020	Final deadline for submission of questions/information
Wednesday, January 6, 2021	Bid Opening at 3:00pm Local Time, Village of Palmetto Bay, Village Hall, 9705 E. Hibiscus St, Palmetto Bay 33157
Monday, March 1, 2021	Anticipated Award Date
Wednesday, March 10, 2021	Anticipated Execution Date
March 2021 to May 2021	Period to obtain permits (3 months)
May/June 2021	Construction to begin
Friday, October 29, 2021	Project to be completed

- **The Village of Palmetto Bay reserves the right to modify any of the dates/times listed above.**

****** Due to COVID-19, if you are interested in participating, please email Lpittser@palmettobay-fl.gov at least five (5) days before the meeting takes place. The Village will accommodate the meeting virtually if needed or give you further instructions**

1.3 PURPOSE

1.3.1 The Village of Palmetto Bay (VILLAGE) intends to secure a source of services/supply (s) that will provide the best value to the VILLAGE. The VILLAGE reserves the right to award the contract to the lowest responsible responsive bidder.

1.4 BID PROCEDURE

1.4.1 PROPOSER's shall use the Bid Form(s) furnished by the VILLAGE. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid may invalidate the Bid. PROPOSER shall deliver to the VILLAGE, as Bid package:

1. This entire project manual, with all sections executed.

2. A copy of all issued addendum(s)

3 One Original and two (2) Copies plus a CD or Flash Drive with electronic file of the Bid Form completely executed

4. Bid Security, (Bid Bond or cashier's check) attached to the front inside cover of the project manual

5. Certificates of Competencies

6. Certificate Of Insurance and or Letter of Insurability

7. Schedule of Value (Bid Form)

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the PROPOSER's name and address.

1.4.2 Bids having an erasure or corrections must be initialed by the PROPOSER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

1.4.3 Any questions concerning the Bid Specifications or any required need for clarification must be made to the Village of Palmetto Procurement Specialist in writing, at least five (5) days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by consultant in response to such questions will be issued by an addenda mailed or delivered to all parties listed on the official PROPOSER's list as having received the bidding documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a PROPOSER from submitting their Bid on the required date and time as publicly noted.

1.4.4 PROPOSER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the VILLAGE.

1.4.5 Guaranties: no guarantee or warranty is given or implied by the VILLAGE as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The VILLAGE reserves the right to reasonably increase or decrease quantities as required. The prices offered herein, and the percentage rate of discount applies to other representative items not listed in this Bid.

1.5 BID SECURITY

1.5.1 **Bonding Requirements:** The PROPOSER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of 5% of the total amount of the base Bid. A company or personal check shall not be deemed a valid Bid Security.

1.6 AWARD OF CONTRACT

1.6.1 **Award of Bids:** the VILLAGE reserves the right to accept or reject any and / or all bids or parts of bids to waive any informality, irregularities or technicalities to re-advertise for bids, or take any other actions that may be deemed necessary. The VILLAGE also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the Village Council. In addition, each Proposer agrees to waive any claim it has or may have against the VILLAGE, the CONSULTANT, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid and Award of Contract.

1.6.2 **Evaluation of Bids:** the VILLAGE reserves the right to inspect any / all PROPOSER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the PROPOSER, experience, staffing, equipment, materials, references, and past history of service to the VILLAGE and / or with other units of state, and / or local governments, or comparable private entities, will be taken into

consideration in the Award of the Contract.

1.6.3 **Hold Harmless:** The PROPOSER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of 5% of the total amount of the base Bid. A company or personal check shall not be deemed a valid Bid Security.

1.7 POST BID INFORMATION

1.7.1 **Protest Procedures:** A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 e. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ITB, ISQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

The notice of decision to award an RFP, RFQ, ITB or bid will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting held the first Monday of each month or any duly established special Village Council meeting. The official posting of this notice will be at the beginning of the Council meeting where said decision will be voted upon by the Village Council. Any person who is adversely affected by the VILLAGE's decision shall file with the VILLAGE a notice of intent to protest in writing within 5 days after the posting of the notice of decision.

The formal written protest shall be filed with 10 days after the date the notice of intent to protest is filed. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed or filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes, see Chapter 18, section 18.6.3 B ii. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the ten (10) day periods provided by this paragraph.

Complete provisions of the above can be found in section 120.57(3), Florida Statutes.

1.7.2 **Cancellation:** failure on the part of the PROPOSER to comply with the conditions, specifications, requirements, and terms as determined by the VILLAGE, shall be just cause for cancellation of the Award.

1.7.3 **Disputes:** if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the VILLAGE 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 Village Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

1.7.4 **Default Provision:** in case of default by the PROPOSER or CONTRACTOR, the VILLAGE procures the articles or services from other sources and hold the PROPOSER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

1.7.5 **Indemnification:** To the extent provided by law, the CONTRACTOR shall indemnify, defend, and hold harmless the VILLAGE and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions. Claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONTRACTOR, or any of it's officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONTRACTOR hereunder to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the VILLAGE for the negligent acts or omissions of the VILLAGE, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

1.7.6 **Assignment:** the CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Village Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this contract, CONTRACTOR shall promptly notify VILLAGE in writing of such change in ownership or control at least thirty (30) days prior to such change and VILLAGE shall have the right to terminate the contract upon sixty (60) days written notice, at VILLAGE's sole discretion.

1.8 LIABILITY AND INSURANCE

1.8.1 Liability, Insurance, Licenses & Permits: where PROPOSER's are required to enter onto VILLAGE property to deliver materials or to perform work or services as a result of a Bid award, the PROPOSER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The PROPOSER shall be liable for any damages or loss to the VILLAGE occasioned by negligence of the PROPOSER (or their agent) or any person the PROPOSER has designated in the completion of their contract as a result of the Bid. CONTRACTOR shall be required to furnish a certified copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County Code, or Village of Palmetto Bay Code. CONTRACTORS shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the VILLAGE along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

1.8.2 PROPOSER shall furnish to the Procurement Specialist, Village of Palmetto Bay, 9705 E Hibiscus Street., Palmetto Bay, Florida 33157, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the VILLAGE , for those coverage types and amounts equal to 100% of the requirements and shall be presented to the VILLAGE prior to issuance of any Contract(s) or Award(s) Document(s). The Village of Palmetto Bay and Florida Department of Transportation (FDOT) shall be named as "additional insured" with respect to this coverage.

1.8.3 At the time of Bid submission the PROPOSER must submit certificates of insurance, or evidence of insurability in the form of a letter from PROPOSER's insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions. All required insurances shall name the Village of Palmetto Bay and FDOT as additional insured.

1.8.4 All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the PROPOSER and insurer to notify the finance support services director of the VILLAGE of cancellation, lapse, or material modification of any insurance policies insuring the PROPOSER, which relate to the activities of such vendor and the Village of Palmetto Bay. Such notification shall be in writing and shall be submitted to the Village Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

1.8.5 Failure to fully and satisfactorily comply with the VILLAGE's insurance and bonding requirements set forth herein will authorize the Village Manager to implement a rescission of the Bid award without further Village Council action. The PROPOSER hereby holds the VILLAGE harmless and agrees to indemnify VILLAGE and covenants not to sue the VILLAGE by virtue of such rescission.

1.8.6 The PROPOSER shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss as specified below. The insurance coverage shall include a minimum of:

A. Professional Liability Insurance in the amount of $1,000,000.00 with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROPOSER shall become legally obligated to pay as damages for claims arising out of the services performed by the PROPOSER or any person employed by him/her in connection with this agreement. This insurance shall be maintained for three (3) years after completion of the construction and acceptance of any project covered by this agreement. However, the PROPOSER may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automotive liability, completed operations and products liability, contractual liability, severability of interest with cross liability and property damage liability with limits of $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village and FDOT as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded in a form nor more restrictive than the latest edition of the Commercial General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of $500,000 per accident.

1.8.7 The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right 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 to the Village.

1.8.8 The PROPOSER shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the PROPOSER has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or

cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

1.8.9 The Village is to be specifically included as an additional insured for the liability of the Village resulting from operations performed by or on behalf of PROPOSER in performance of this or any project agreement. PROPOSER's insurance, including that applicable to the Village and FDOT as an additional insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to PROPOSER's insurance. PROPOSER's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies has been issued to each.

1.8.10 Prior to the execution of this agreement, PROPOSER shall provide the Village manager with evidence of insurability from the PROPOSER's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the PROPOSER shall provide to the Village Manager, certificates of insurance evidencing the required insurance coverage. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by the and any project agreement. The Village reserves the right to require the PROPOSER to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the Village Manager.

1.8.11 Compliance with the foregoing requirements shall not relieve the PROPOSER of its liability and obligations under any awarded agreement.

1.8.12 All deductibles or self-insured retentions must be declared to and be approved by the Village manager. The PROPOSER shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Village Manager may require the PROPOSER, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the Proposers' deductible for professional liability insurance.

1.9 CONTRACT BONDS

1.9.1 **Bid Guaranty:** The successful PROPOSER shall execute the Contract (Agreement) and provide the required Certificates of Insurance within ten (10) calendar days of notification of the award by the VILLAGE. Bond forms are found on pages 151-159.

The PROPOSER who has the Contract awarded to them and who fails to execute the Contract and furnish the Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the VILLAGE, and it is agreed that this sum is a fair estimate of the amount of damages the VILLAGE will sustain in case the PROPOSER fails to enter into the Contract as herein before provided. Bid 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 Bid Bond.

1.10 MATERIAL USE, PRICING, AND DELIVERY

1.10.1 **Material:** material(s) delivered to the VILLAGE under this proposal shall remain the property of the seller until accepted to the satisfaction of the VILLAGE. In the event materials supplied to VILLAGE are found to be defective or do not conform to specifications, the VILLAGE reserves the right to return the product (s) to the seller at the sellers' expense.

1.10.2 **Brand Names:** products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The VILLAGE shall be the sole judge concerning the merits of items Bid as equals.

1.10.3 **Samples:** samples of items, when required, must be furnished by the PROPOSER free of charge to the VILLAGE. Each individual sample must be labeled with the PROPOSER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The VILLAGE will not be responsible for returning samples.

1.10.4 **Warranty / Guaranty:** successful PROPOSER shall act as agent for the VILLAGE in the follow-up and compliance of all items under Warranty / Guarantee and complete all forms for Warranty / Guarantee coverage under this Contract. PROPOSER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

1.10.5 **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 Bid prior to their delivery, it shall be the responsibility of the successful PROPOSER to notify the VILLAGE at once, indicating in their letter the specific regulation which required an alteration. The VILLAGE reserves the right to accept any

such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the VILLAGE.

1.10.6 **Copyrights and / or Patent Rights:** PROPOSER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify VILLAGE from any and all liability, loss, or expense occasioned by any such violation.

1.10.7 **Safety Standards:** the PROPOSER warrants that the product(s) supplied to the VILLAGE conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.

1.10.8 **Pricing:** prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the VILLAGE reserves the right to make the final determination at the lowest net cost to the VILLAGE.

1.10.9 **Taxes:** PROPOSER shall include all applicable taxes in Bid.

1.10.10 **Delivery:** all items shall be delivered freight on board (f.o.b.) destination (i.e. at a specific Village of Palmetto Bay address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted. When practical, the VILLAGE may make pick-ups at the vendors' place of business.

1.10.11 **Mistake:** if there is a discrepancy in the parts calculated by lump sum, the part(s) will prevail, and the extensions adjusted to coincide. PROPOSER's are responsible for checking their calculations. Failure to do so will be at the PROPOSER's risk, and errors will not release the PROPOSER from their responsibility as noted herein.

1.10.12 **Payments:** payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Payments will be made in a lump sum to contractors upon receipt of invoice.

1.10.13 **Non-conformance to Contract:** the VILLAGE 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) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the VILLAGE shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

1.11 CONE OF SILENCE PROVISIONS

1.11.1 Notwithstanding any other provision of these specifications, the provisions of VILLAGE "Cone of Silence" is applicable to this transaction. The "Cone of Silence," as used herein, means

a prohibition on any communication regarding a particular Request for Proposal (RFP). Request for Qualification (RFQ), Invitation To Bid (ITB) or bid, between:

A potential vendor, service provider, Proposer, lobbyist, or consultant, and: the Village Council, VILLAGE's professional staff including, but not limited to, the Village Manager and his or her staff, any member of the Village's selection or evaluation committee.

1.11.2 The Cone of Silence shall be imposed upon each RFP, RFQ, ITB and bid after the advertisement of said RFP, RFQ, ITB or bid.

1.11.3 The Cone of Silence shall terminate at the beginning of the Village Council meeting at which time the Village Manager makes his or her written recommendation to the Village Council. However, if the Village Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

1.11.4 **The Cone of Silence shall not apply to:**
(1) oral communications at pre-bid conferences;
(2) oral presentations before selection or evaluation committees:
(3) public presentations made to the Village Council during any duly noticed public meeting;
(4) communication in writing at any time with any Village employee, unless specifically prohibited by the applicable RFP, RFQ, ITB or bid documents. The proposer or proposer shall file a copy of any written communication with the Village Clerk. The village Clerk shall make copies available to any person upon request;
(5) communications regarding a particular RFP, RFQ, ITB or bid between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process for such RFP, RFQ, ITB or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
(6) communications with the Village Attorney and his or her staff;
(7) 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 the Village Manager makes his or her written recommendation;
(8) any emergency procurement of goods or services pursuant to Village Code;
(9) responses to the VILLAGE
S request for clarification or additional information;
(10) contract negotiations during any duly noticed public meeting;
(11) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

1.11.5 Please contact the Village Attorney for any questions concerning Cone of Silence compliance - Provided upon request.

1.11.6 violation of the Cone of Silence by a particular Proposer or proposer shall render any RFP award, RFQ award, ITB award or bid award to said Proposer or proposer voidable by the Village Council and/or Village Manager.

1.12 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

1.12.1 Pursuant to Village Code, vendors of the VILLAGE are prohibited from in any way providing campaign contributions to Village Council candidates.

1.12.2 Village Code. Prohibited campaign contributions by vendors.

(1) General, prohibition, disqualification, definitions.

a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Council. Commencing on the effective date of this article, all proposed VILLAGE contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), invitation to bid (ITB), requests for letters of interest (RFLI), or solicitations of bids issued by the VILLAGE, shall incorporated notice of this section so as to notify potential vendors of the proscription embodied herein.

b. No candidate or campaign committee of a candidate for the Offices of Mayor or Council, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the Village of Palmetto Bay website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the Village website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the VILLAGE.

(c.) Each PROPOSER is placed on notice of the four (4) year prohibition contained in the Village's Charter on lobbying after providing campaign contribution to successful Village Elected official. Village Charter, Section 7.6.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a

candidate's campaign account in violation of this section shall be forfeited to the VILLAGE's general revenue fund.

(3) a. A person or entity, other than an existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Council shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the VILLAGE. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Council, shall be disqualified from serving as a vendor with the VILLAGE for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the Village Council pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the VILLAGE as to any other goods, equipment or services to be provided by the vendor to the VILLAGE, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the VILLAGE during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the VILLAGE, subject to the applicable waiver provisions of subsection (b) herein; and

2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the VILLAGE, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. *Vendor.*

1. A "vendor" is a person and/or entity who has been selected by the VILLAGE as the successful Proposer on a present or pending bid to provide to the VILLAGE goods, equipment or services, or has been approved by the VILLAGE of a present or pending award to provide to the VILLAGE goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.

2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the 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. The term "firm" shall mean a corporation, partnership, business trust or any

legal entity other than a natural person.

3. "Vendor" shall not include Village officers or employees.

4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the VILLAGE, including, but not limited to, the provision of lobbying services to the VILLAGE.

c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

(1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the Village Council for a particular transaction after a public hearing, upon finding that:

a. The goods, equipment or services to be involved in the proposed transaction are unique and the VILLAGE cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

b. The business entity involved in the proposed transaction is the sole source of supply as determined by the Village Manager in accordance with procedures established by the Village Manager; or

c. An emergency contract must be made in order to protect the health, safety or welfare of the citizens of the VILLAGE; or

d. A contract for the provision of goods, equipment or services exists which, if terminated by the VILLAGE would be substantially adverse to the best economic interests of the VILLAGE.

(2) *Limited waiver.* Notwithstanding the denial of the Village Council of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the Village Council, may by the affirmative vote of five members of the Village Council after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the VILLAGE upon finding that in order to protect the health, safety and welfare of the citizens of the VILLAGE, it is necessary that the affected contract be continued for a limited duration (not to exceed

a period of six months) in order for the VILLAGE to obtain a replacement vendor.

(3) *Full disclosure.* Any grant of a waiver or limited waiver by the Village Council must first be supported with a full disclosure of the subject campaign contribution.

(c) *Implementation.* The Village Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and posting of an official VILLAGE vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of $250.00 for the first violation, and $500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.

END OF SECTION

SECTION 02: GENERAL CONDITIONS

2.1 ARTICLE I - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the VILLAGE of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the VILLAGE and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

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

Application for Payment: The form furnished by the VILLAGE which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the VILLAGE.

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

Proposer: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

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

Contractor's Engineer of Record: A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75.

Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer: A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

VILLAGE: Village of Palmetto Bay, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157.

Contract Documents: Contract Documents shall include, Instructions to BIDDERS, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders, Contractors Agreement and Acknowledgment of Conformance with the Village of Palmetto Bay.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract Documents.

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

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the Village's governing body.

Contractor: The person, firm or corporation with whom the VILLAGE has executed the Agreement.

Consultant: The person, firm or corporation that is an authorized representative of the Village of Palmetto Bay.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

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 and are referred to in the Contract Documents.

Field Order: A written order issued by the VILLAGE which clarifies or interprets the Contract Documents with minor changes in the Work.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the VILLAGE or (d) a written order for minor change or alteration in the Work issued by the VILLAGE. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by VILLAGE to the apparent successful PROPOSER stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, VILLAGE will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by VILLAGE to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Project Inspector: An authorized representative of the VILLAGE assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the VILLAGE as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Printout: 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 scope of 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 site.

Substantial Completion: The date as certified by the VILLAGE 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 specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the scope of work assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written 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 or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the VILLAGE under this Contract shall be delivered to the VILLAGE.

2.2 ARTICLE 2 - PRELIMINARY MATTERS

2.2.1 **Award:**

The VILLAGE reserves the right to reject any and all Bids. Bids shall be awarded by the VILLAGE to the PROPOSER that provides the lowest responsible bid; after the VILLAGE performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the VILLAGE has concluded any investigation(s) as they deem necessary to establish the PROPOSER'S capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the VILLAGE's established standards, as well as the financial capability of the PROPOSER to perform the Work in accordance with the Contract Documents to the satisfaction of the VILLAGE within the time prescribed. The VILLAGE reserves the right to reject the Bid of any PROPOSER on the basis of these queries and investigations. In analyzing Bids, the VILLAGE will also take into consideration client references, past work experience and work product, proven ability to satisfactorily design and build the Pedestrian Crosswalk Improvements to VILLAGE standards; and alternate and lump sums if requested by the Bid forms. If the Contract is awarded, the VILLAGE will issue the Notice of Award and give the successful PROPOSER a Contract for execution within ninety (90) days after opening of Bids.

2.2.2 **Execution of Agreement:**

At least three counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the VILLAGE within ten (10) calendar days of receipt of the Notice of Award.

2.2.3 **Forfeiture of Bid Security/Performance and Payment Bond:**

Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish Insurance Certificates containing all the provisions of insurance stipulated in this document. Failure of the successful PROPOSER to execute and deliver the Agreement and deliver the required Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the VILLAGE to annul the Notice of Award and declare the Bid and any security therefore forfeited.

2.2.4 **Contractor's Pre-Start Representation:**

CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, scope of Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents.

2.2.5 **Commencement of Contract Time:**

The Contract Time will commence to run on the date the Agreement is executed and continue to run consecutively for an estimated duration of one-hundred and twenty (120) calendar days under mutual agreement of the Village and the contractor.

2.2.6 **Starting the Project:**

CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP). No Work shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the VILLAGE. No work will be done on Saturdays or Sundays without written consent of the VILLAGE or after 7 PM unless prior approval is given by the VILLAGE in writing.

2.2.7 **Before Starting Contract:**

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 which shall be approximate**. Any modifications to the proposed work, once construction has begun, will be at no cost to the VILLAGE.

2.2.8 **Schedule of Completion**

2.2.8.1 Within five (5) business days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the VILLAGE, a Schedule defining hours and/or days required to complete each section of work as outlined.

2.2.8.2 Within five (5) business days after delivery of the executed Agreement by VILLAGE to CONTRACTOR, but before starting the Work, a conference will be held to review the above schedules, and provide procedures 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 VILLAGE representative, FDOT, and the CONTRACTOR.

2.2.9 **Liquidated damages**

2.2.9.1 Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) 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 by the VILLAGE as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages

The VILLAGE shall have the right to deduct from and retain out of moneys which may be then due, or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$1,015
Over $50,000 but less than $250,000	$1,045
$250,000 but less than $500,000	$1,170
$500,000 but less than $2,500,000	$1,690
$2,500,000 but less than $5,000,000	$2,579
$5,000,000 but less than $10,000,000	$3,756
$10,000,000 but less than $15,000,000	$4,344
$15,000,000 but less than $20,000,000	$5,574
$20,000,000 and over	$10,203 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

2.3 ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.3.1 It is the intent of the Design and Construction Criteria to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the VILLAGE and the CONTRACTOR. They may be altered only by a Modification.

2.3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the VILLAGE's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to VILLAGE or CONSULTANT for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Design and Construction Specifications & Criteria. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

2.3.3 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".

2.3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, 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 VILLAGE before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications

2.3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to 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.

2.4 ARTICLE 4 - AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

2.4.1 Availability of Lands:

The VILLAGE will 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 VILLAGE unless otherwise specified in the Contract Documents.

2.5 ARTICLE 5 - INSURANCE

2.5.1 Contractor's Liability Insurance:

2.5.1.1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by VILLAGE (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

2.5.1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of worker's compensation Insurance

2.5.1.2 Comprehensive General Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. 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:

2.5.1.2.1 Premises and Operation

2.5.1.2.2 Independent Contractors

2.5.1.2.3 Products and/or Completed Operations Hazard.

2.5.1.2.4 Explosion, Collapse and Underground Hazard Coverage.

2.5.1.2.5 Broad Form Property Damaged.

2.5.1.2.6 Broad Form Contractual Coverage applicable to this Specific Contract, including any hold harmless and/or indemnification agreement.

2.5.1.2.7 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.

2.5.1.3 Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. 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 the Insurance Services Office, and must include:

2.5.1.3.1 Owned Vehicles.

2.5.1.3.2 Hired and Non-Owned Vehicles.

2.5.1.3.3 Employers' Non-Ownership.

2.5.2 Before starting the Work, the CONTRACTOR will file with the VILLAGE certificates of such insurance, acceptable to the VILLAGE; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the VILLAGE by certified mail. The VILLAGE and FDOT 0shall be named as an additional insured on the above-referenced policies.

2.5.3 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the VILLAGE.

2.5.4 **Cancellation And Re-Insurance:** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

2.5.5 All deductibles must be declared by the CONTRACTOR and must be approved by the VILLAGE. At the option of the VILLAGE, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the VILLAGE, covering the same.

2.6 ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Concerning Subcontractors:

2.6.1 The CONTRACTOR shall perform with its own employees/workforce contract work amounting to not less than 40 percent of the original contract price. The Contractor will not employ any Subcontractor, against whom the VILLAGE may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the VILLAGE, unless the VILLAGE determines that there is good cause for doing so. The CONTRACTOR and subcontractors must comply with FHWA 1273 & Davis Bacon Wages.

2.6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them 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 VILLAGE and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE 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.

2.6.3 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.

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

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

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

2.6.6.1 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 VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract Documents.

2.6.6.2 The VILLAGE will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

2.6.6.3 If in the opinion of the VILLAGE, 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 VILLAGE in writing.

Laws and Regulations:

2.6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the VILLAGE 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 VILLAGE, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

2.6.8 Cost of all applicable sales consumers, 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:

2.6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

2.6.9.1 All employees and other persons, whom may be affected thereby,

2.6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

2.6.9.3 Other property at the work area 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.

2.6.10 The **CONTRACTOR will 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 VILLAGE.

Emergencies:

2.6.11 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 VILLAGE, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the VILLAGE 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 them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may therefore make a claim.

2.6.12 The CONTRACTOR will also submit to the VILLAGE for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents.

All samples and photographs will 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.

2.6.13 At the time of each submission, the CONTRACTOR will in writing call the VILLAGE's attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

2.6.14 The VILLAGE will review with responsible promptness Photographs and Samples, but their 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 CONTRACTOR will make any corrections required by the VILLAGE and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the VILLAGE.

2.6.15 No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the VILLAGE. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the VILLAGE.

2.6.16 The VILLAGE's review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the VILLAGE's attention to each deviation at the time of submission and the VILLAGE has given written approval to the specific deviation, nor shall any review by the VILLAGE relieve the CONTRACTOR from responsibility for supplying the plant material as specified

Public Convenience and Safety:

2.6.17 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. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest addition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies and the VILLAGE 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.

Indemnification:

2.6.18 To the fullest extent of the law, the Contractor shall indemnify and hold harmless the Village, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the Contactor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Village's sovereign immunity.

2.6.19 In the event that any action or proceeding is brought against VILLAGE by reason of any such claim or demand, CONTRACTOR, upon written notice from VILLAGE shall defend such action or proceeding by counsel satisfactory to VILLAGE. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at VILLAGE's option, any and all claims of liability and all suits and actions of every name and description that may be brought against VILLAGE, excluding only those which allege that the injuries arose out of the sole negligence of VILLAGE, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

2.6.20 The obligations of the CONTRACTOR shall not extend to the liability of the VILLAGE, their 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 VILLAGE, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

2.7 ARTICLE 7 - VILLAGE'S RESPONSIBILITIES

2.7.1 The VILLAGE will issue all communications to the CONTRACTOR.

2.7.2 In cases of termination of employment of the CONTRACTOR, the VILLAGE will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

2.7.3 The VILLAGE will furnish the data required of them under the Contract Documents promptly.

2.7.4 The VILLAGE's duties in respect to providing lands and easements are set forth in Paragraphs 2.4.1.

2.8 ARTICLE 8 - CONSULTANTS' STATUS DURING CONSTRUCTION

Measurement of Quantities:

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

Rejecting Defective Work:

2.8.2 The VILLAGE will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR's expense.

Shop Drawings, Change Orders and Payments:

2.8.3 In connection with the VILLAGE's responsibility as to Shop Drawings and samples, see paragraphs 2.6.12 through 2.6.16, inclusive.

2.8.4 In connection with the VILLAGE's responsibility for Change Orders, see Articles 2.9 and 2.10.

2.8.5 In connection with the VILLAGE's responsibilities in respect of Application of Payment, etc., see Article 2.11.

Decisions on Disagreements:

2.8.6 The Village will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant's Responsibilities:

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

2.8.8 The VILLAGE will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

2.9 ARTICLE 9 - CHANGES IN THE WORK

2.9.1 Without invalidating the Agreement, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made. A Change Order signed by the CONTRACTOR indicates their agreement therewith.

2.9.2 The VILLAGE may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the VILLAGE entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 2.11 and 2.12.

2.9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle them 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 2.6.11 and except as provided in paragraph 2.10.2.

2.9.4 The VILLAGE will execute appropriate Change Orders prepared by the VILLAGE covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 2.6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the VILLAGE.

2.9.5 It is the CONTRACTOR'S responsibility to notify his 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 will furnish proof of such an adjustment to the VILLAGE.

2.10 ARTICLE 10 - CHANGE OF CONTRACT PRICE

2.10.1 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 their expense without changing the Contract Price.

2.10.2 (a) The VILLAGE 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:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the Work.

Or

(3) Directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the VILLAGE shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

(c) If any change order under this clause 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, whether or not changed by any order, an equitable adjustment shall be made, and the Contract modified in writing accordingly.

(d) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the VILLAGE a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) 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.

2.10.3 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:

2.10.3.1 By negotiated lump sum.

2.10.3.2 On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

2.10.4 The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by VILLAGE, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 2.10.5.5.

2.10.4.1 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 VILLAGE 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 VILLAGE.

2.10.4.2 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. All cash discounts shall accrue to CONTRACTOR unless VILLAGE deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the VILLAGE. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.

2.10.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by VILLAGE, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to VILLAGE who will then determine which Bids will be accepted.

2.10.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by VILLAGE 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.

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

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

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

2.10.4.8 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.

2.10.4.9 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.

2.10.5 The term Cost of the Work shall not include any of the following:

2.10.5.1 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 his principal or a branch office for general administration of the Work and not specifically included in the schedule, all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

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

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

2.10.5.4 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.

2.10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them of 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.

2.10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included.

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

2.10.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

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

2.10.6.3 A ten percent fixed fee based on the estimate of the various portions of the

Cost of the Work.

2.10.7 The amount of credit to be allowed by CONTRACTOR to VILLAGE for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the 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.

2.10.8 Whenever cost of any Work is to be determined pursuant to paragraphs 12.4 and 12.5, CONTRACTOR will submit in form prescribed by VILLAGE an itemized cost breakdown together with supporting data.

2.11 ARTICLE 11 - PAYMENTS AND COMPLETION

Payments to Contractor

2.11.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the VILLAGE a partial payment estimate filled out and signed by the CONTRACTOR covering the Work completed during the period covered by the partial lump sum payment estimate and supported by such data as the VILLAGE may reasonably require.

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 lump sum payment estimate shall also be accompanied by such supporting data, satisfactory to the VILLAGE, as will establish the VILLAGE's title to the material and equipment and protect their interest therein, including applicable insurance. The VILLAGE will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the VILLAGE, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The VILLAGE, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The VILLAGE may retain ten (10) percent of the amount of each payment that exceeds 75% of the Contract Time until final completion and acceptance of all Work covered by the Contract Documents.

2.11.2 The VILLAGE shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the VILLAGE may require the CONTRACTOR to furnish 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 progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title

2.11.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the VILLAGE 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, subject 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.

Acceptance of Final Payment as Release

2.11.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the VILLAGE and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the VILLAGE and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

2.12 ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION

2.12.1 The VILLAGE may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they therefore make a claim.

Work During Inclement Weather

2.12.2 No Work shall be done under these specifications except by permission of the VILLAGE when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the VILLAGE, shall suspend all Work until instructed to resume operations by the VILLAGE and the Contract Time, shall be extended to cover the duration of the order.

Village May Terminate

2.12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to

make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the VILLAGE, or if they otherwise violate any provision of the Contract Documents, then the VILLAGE may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) 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 they 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 will pay the difference to the VILLAGE. Such costs incurred by the VILLAGE will be determined by the VILLAGE 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 VILLAGE and the CONTRACTOR shall be the same as if the termination had been issued.

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

2.12.5 Upon seven (7) days written notice to the CONTRACTOR, the VILLAGE may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the VILLAGE as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment

2.12.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the VILLAGE, shall promptly remove any part or all of his equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. 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

2.12.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court of other public authority,

or the CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails to pay the CONTRACTOR any sum approved by the VILLAGE, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the VILLAGE, terminate the Agreement. The VILLAGE may remedy the delay or neglect within the twenty (20) calendar day time frame. If timely remedied by the VILLAGE the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the VILLAGE has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar day notice to the VILLAGE and the CONSULTANT stop the Work until they have been paid all amounts then due.

2.13 ARTICLE 13 - MISCELLANEOUS

2.13.1 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 business address known to them who gives the notice.

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

2.13.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the VILLAGE and there under, 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.

2.13.4 Should the VILLAGE 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 a reasonable time of the first observance of such in- jury or damage.

2.13.5 Both the VILLAGE and the CONTRACTOR agree to comply with 20.055 (5) Florida Statute that states “it is the duty of every state officer, employee, agency, special district, board commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

2.14 ARTICLE 14 - WAIVER OF JURY TRIAL

2.14.1 VILLAGE 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 based upon the Contract Documents or the

performance of the Work thereunder.

2.15 ARTICLE 15 - ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

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

2.15.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.

2.15.3 If either the VILLAGE or CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

2.16 ARTICLE 16 - PROJECT RECORDS

2.16.1 VILLAGE shall have right to inspect and copy during regular business hours at VILLAGE'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 VILLAGE all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years after final payment of the Project is made. During the Project and the five (5) year period following final completion of the Project, CONTRACTOR shall provide VILLAGE access to its books and records upon five (5) days written notice.

2.17 ARTICLE 17 - SEVERABILITY

2.17.1 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.

2.18 ARTICLE 18 - INDEPENDENT CONTRACTOR

2.18.1 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 VILLAGE. 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.

2.19 ARTICLE 19 – DEFAULT AND TERMINATION OF CONTRACT

2.19.1 DETERMINATION OF DEFAULT:

The following acts or omissions constitute acts of default and, except as to subparagraph (i), the Village will give notice, in writing, to the Contractor and its Surety for any delay, neglect or default, if the Contractor:

(a) If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed;

(b) Or fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the project schedule;

(c) Or performs the Work unsuitably, or neglects or refuses to remove Materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;

(d) Or discontinues the prosecution of the Work; or fails to resume Work which has been discontinued within a reasonable time after notice to do so;

(e) Or fails to pay timely its Subcontractors, Suppliers or laborers; or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) Or allows any final judgment to stand against it unsatisfied for a period of ten (10) Calendar Days;

(g) Or makes an assignment for the benefit of creditors;

(h) Or fails to comply with Contract requirements regarding minimum wage payments or EEO requirements, if applicable;

(i) Or fails to comply with the Engineer's written suspension of Work Order within the time allowed for compliance and which time is stated in that suspension of Work Order;

(j) Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the Surety executing the Contract Bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Village;

(k) Or fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

(l) Or fails to comply with the provisions of Chapter 119, Florida Statues.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of ten (10) Calendar Days after receiving the notice described above, does not

proceed to correct the default, the Village may give notice of default in writing to the Contractor and the Surety (where applicable) stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, the Village will have full power and authority to remove the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, the Village may require the Contractor's Surety to take over and complete the Contract performance. Upon the failure or refusal of the Surety to assume the Contract within the time demanded, the Village may take over the Work covered by the Contract.

Regarding subparagraph (i), if the Contractor fails to comply with the Village's written suspension of Work Order within the time allowed for compliance and which time is stated in that suspension of Work Order, the Village will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the Work out of the hands of the Contractor and to declare the Contractor in default. The Village shall have no liability for profits (including anticipated profits) related to unfinished Work on a Contract terminated for default.

Regarding subparagraph (l), if the Contractor fails to comply with the provisions of Chapter 119, Florida Statues, the Village will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Village of Palmetto Bay has no liability for anticipated profits for unfinished work on a Contract that the Village has determined to be in default.

Notwithstanding the above, the Village reserves the right to declare the Contractor (or its "affiliate") in default and immediately terminate the Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. Village's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" extends to and is expressly applicable to any and all Village Contracts that were either advertised for proposal; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Village terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed Work up to the date of termination.

Further, the Contractor shall be liable for any and all additional costs and expenses the Village incurs in completing the Work after such termination.

2.19.2 TERMINATION OF CONTRACT FOR CONVENIENCE: The Village of Palmetto Bay may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either the Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President of the United States relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation, and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for Work completed, at the Contract Lump Sum (where applicable), and according to the provisions set forth in section 4 for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract Lump Sums (where applicable); the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by the Village, and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by the Village.

Termination of the Contract, or a portion thereof, under the provisions of this Section, shall not relieve the Contractor of Contractor's responsibilities for the completed portion, nor shall it relieve Contractor's Surety of its obligation for, and concerning any just claims arising out of, the Work performed.

2.19.3 **LEGAL REMEDIES**

In addition to any of the remedies described in the elsewhere in the Contract, if the Contractor materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Recipient may take one or more of the following actions.

i. Temporarily withhold payments pending correction of the deficiency by the Contractor.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend or terminate this Contract. iv. Take other remedies that may be legally available. The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Recipient shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Contract.

END OF SECTION

SECTION 03: SPECIAL CONDITIONS

3.1 PERMITS/UTILITIES:

The CONTRACTOR shall obtain all permits necessary to conduct this project. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site.

3.2 HOURS OF WORK:

CONTRACTOR will perform work Monday through Friday, excluding VILLAGE holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is received from The VILLAGE.

3.3 EMPLOYEES:

CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the Village of Palmetto Bay. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the VILLAGE may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on VILLAGE property is not in the best interest of the VILLAGE. VILLAGE shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the VILLAGE's representatives.

3.4 SUB-CONTRACTORS, SUPPLIERS and OTHERS:

Prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the VILLAGE, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. VILLAGE shall notify the CONTRACTOR, in writing, of any proposed person or entity to which VILLAGE has an objection. The CONTRACTOR shall not contract with

a proposed person or entity to which The VILLAGE has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if VILLAGE makes objection to the change.

The CONTRACTOR shall be fully responsible to VILLAGE for all acts and omissions of the CONTRACTOR, its employees, Subcontractors, suppliers, other persons directly or indirectly employed by its Subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of VILLAGE to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

The CONTRACTOR shall perform with its own employees/workforce contract work amounting to not less than 30 percent of the original contract price. All Work performed for the CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

3.5 PROTECTION:

All work in fulfillment of this project shall be performed on VILLAGE property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the Village of Palmetto Bay prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, and trees.

CONTRACTOR shall notify the Public Service Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

3.6 SECURITY

The CONTRACTOR is responsible for project security. CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

3.7 TEMPORARY INTERRUPTION

The CONTRACTOR shall notify the Public Service Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by CONTRACTOR to such utilities and shall restore them to service promptly as soon as the Work interruption has ended.

3.8 MATERIALS:

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

3.9 ON-SITE SURVEY:

CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans and shall provide the VILLAGE with a set of certified as-built plans at CONTRACTOR's expense.

3.10 STORAGE OF MATERIALS:

The CONTRACTOR shall store materials, at the CONTRACTORS expense, in areas approved by the VILLAGE. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the VILLAGE, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the VILLAGE.

3.11 SALVAGEABLE MATERIAL:

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the VILLAGE and be turned over to the VILLAGE. All material and/or equipment not in salvageable condition as determined by the Village Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the VILLAGE.

3.12 NOTIFICATION TO RESIDENTS:

CONTRACTOR shall notify residents directly impacted by the project (including MOT), in writing, ten (10) working days prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event CONTRACTOR changes schedule or duration of work, CONTRACTOR must notify resident, in writing, of such changes. CONTRACTOR must provide a copy of all notifications to the VILLAGE.

END OF SECTION

SECTION 04: SCOPE OF SERVICES

The Village of Palmetto Bay, Florida has issued this Invitation To Bid (ITB) to solicit competitive bids and proposals from qualified Contractor for Safe Routes to School (SRTS) Improvements near and around Coral Reef Elementary 7895 SW 152nd Street, Palmetto Bay, FL 33157.

4.1 DEFINITIONS

Department means State of Florida Department of Transportation.

Local Agency/Village of Palmetto Bay means a unit of government with less than statewide jurisdiction or any officially designated public agency or authority of such a unit of government that has the responsibility for planning, construction, operation or maintenance of, or jurisdiction over, a transportation facility. The term includes, but is not limited to, a county, an incorporated municipality, a metropolitan planning organization (MPO), an expressway or transportation authority, a road and bridge district, a special road and bridge district or a regional governmental unit.

USDOT means United States Department of Transportation.

4.2 DESCRIPTION OF WORK

The project shall include but not be limited to, the installation of plastic delineators, ADA ramps with detectable warning pads on walking surface, sidewalks, crosswalk pavement markings, signage, and solar powered pedestrian crossing signals. See attached plans after page 192.

4.2.1 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the Village, any required modification of permits acquired by the Village, maintenance of traffic, demolition, and construction on or before the date indicated in their proposal. The Contractor will coordinate all utility relocations.

The Contractor is hereby made aware that **all conditions** in the ITB are made part of the Agreement and in turn the Agreement is made a part of the ITB.

The Construction Criteria sets forth requirements regarding survey, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as Village and county government, utilities and environmental permitting agencies and the public.

The Contractor shall demonstrate good project management practices while working on this project. These include communication with the Village and others as necessary, management of

time and resources and documentation.

The Proposer shall be responsible for verifying and supplementing as necessary the information provided by the Village of Palmetto Bay.

The selected Contractor shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required Work.

The Work under the Contract shall commence upon receipt of a written Notice to Proceed ("NTP") from the Village of Palmetto Bay.

The Project has an estimated duration of one-hundred and twenty (120) Calendar Days.

This Solicitation is under the "Cone of Silence". Please refer to the section herein entitled.

4.2.2 VILLAGE OF PALMETTO BAY RESPONSIBILITY

Village of Palmetto Bay, by separate solicitation, will utilize the services of other consultants to assist the Village in providing contract administration, management services, CE&I Services and technical reviews of the Work associated with the Project.

Village of Palmetto Bay is providing herein typical section relevant and necessary for Proposers to prepare a Price Proposal for the Project. The exact limits of construction are specified in the construction plans.

END OF SECTION

SECTION 05: THRESHOLD REQUIREMENTS.

5.1 QUALIFICATIONS

Proposers are required to be pre-qualified in all work types required for the project. All qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-22, based on the applicable category of the project, must be satisfied.

Proposers shall demonstrate compliance with the following Pre-Qualification Requirements as detailed below and Proposers failing to meet these requirements shall be deemed non responsive.

The Proposer and/or its Subcontractors shall, from the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following requirements as stated in this ITB.

5.2 PRE-QUALIFICATION CRITERIA

5.2.1 The Contractor and/or its Subcontractors shall be prequalified pursuant to Rule 14-22 of the Florida Administrative Code (F.A.C.), as applicable, in the following types of Work and so demonstrate it in its proposal by submitting supportive documentation acceptable to **Village of Palmetto Bay** (including FDOT "L. Odom" letters):

A. RULE 14-22 OF THE FLORIDA ADMINISTRATIVE CODE (F.A.C.)

Please note that **prior to award,** the Contractor and/or its Subcontractors shall be prequalified, at a minimum, under Rule 14-22 of the Florida Administrative Code (F.A.C.), in the following types of work in order to be considered responsive:

- Grading (minor),
- Portland Cement Concrete (major),
- Flexible Paving (major),
- Hot Plant-Mix Bituminous Courses (major), and
- Traffic Signal (minor)

5.3 ADDITIONAL SUBMITTAL REQUIREMENTS

5.3.1 The Contractor must provide the location of the Proposer's office(s). If the Proposer has offices outside Miami-Dade County, the Proposer shall submit an affirmative statement confirming that, if selected, it will have a representative on site during all mandatory local meetings in Miami-Dade County, and be available by phone or email for any issues or questions.

5.3.2 Letter from insurance carrier certifying ability to comply with the Insurance Requirements for the Project.

5.3.3 The Contractor shall execute a Vendor's Bill of Rights and Responsibilities.

5.4 SUBCONTRACTORS

All Subcontractors are subject to Village approval. The Village reserves the right to reject any and all Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subcontractor for any commitments made regarding the use of particular Subcontractor for the Project. Furthermore, the Village reserves the right to limit the tasks to be assigned to any Subcontractor. Subcontractors will need to abide by the same provisions and requirements with Federal-Aid Construction Contracts. Under FHWA 1273 and FDOT, the prime shall perform 40% of the project. The Village of Palmetto will uphold 40% performance by the prime.

The Proposer shall submit with the Proposal, as applicable to this procurement, the Prime & Subcontractor Information Statement which shall include a list of all Subcontractors that may perform the Work in the Contract for which pre-qualifications/certifications are required at the time of submission in accordance with the section herein entitled **Pre-Qualification Requirements**.

All proposed Subcontractors shall be qualified both technically and financially to perform the Work for which they are listed.

Except as permitted in the section herein entitled **Allowable Substitution for a Limited Purpose**, if before the Notice of Award is issued, The Village has a reasonable objection to any proposed Sub-Contractor, The Village may request the apparent Successful Proposer to submit an acceptable substitute at no additional cost to The Village and subject to The Village's prior written approval. If the apparent Successful Proposer declines to make any such substitution, then The Village may award the Contract to another Proposer. If The Village does not make a written objection to the Subcontractors submitted by the Proposer, in accordance with the requirements herein, prior to issuance of the Notice of Award, then such list will be deemed acceptable to The Village.

Proposers will be evaluated based on their team as submitted in their Proposal. As such, no changes can be made to the proposed team, without a justifiable cause, and written approval from the Village.

5.5 PRICE PROPOSAL GUARANTEE

A bid guaranty in an amount of not less than five percent of the total bid amount shall accompany each Proposer's Price Proposal. The guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the **Village of Palmetto Bay**. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The bid guaranty of all Proposers' shall be released at such time as the successful Proposer has complied with the condition stated herein, but not prior to that time. Form 525-010-46 "LAP CERTIFICATION OF CURRENT CAPACITY is located on pages 199-200 in **Appendix "C" – "FDOT Required Forms" as an attachment to this ITB.**

5.6 PRE-PROPOSAL MEETING

Attendance at the pre-proposal meeting is **mandatory** and any short listed Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. All questions of Proposers to be discussed at the pre-proposal meeting must be submitted in writing by the deadline stated in the Schedule of Events. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the construction criteria, CPM schedule, and method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the **Village of Palmetto Bay's** opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the **Village of Palmetto Bay** will issue a written summary of questions and answers or an addendum to this Request for Proposals as the **Village of Palmetto Bay** determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the **Village of Palmetto Bay**. The Proposers will be instructed to direct all questions after the meeting to one entity, either the Project Manager or the Contracting Unit.

During and after the meeting, it is the responsibility of the prospective bidder to ensure that each proposer submits their sealed bid packet is submitted with the same information. If a Proposer receives information from the **Village of Palmetto Bay** relating to the project prior to the information cutoff date, the **Village of Palmetto Bay** will ensure that all Proposers receive the same information in a timely fashion.

5.7 PROTEST RIGHTS

Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council.

Nick Marano, Village Manager,
Village of Palmetto Bay
c/o Yanara Mondroño, Executive Asst.to the Village Manager
9705 E. Hibiscus St.
Palmetto Bay, Florida 33157

Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void.

All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger.

The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

5.8 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

5.9 WAIVER OF IRREGULARITIES

The **Village of Palmetto Bay** may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the **Village of Palmetto Bay's** interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. In no event will any such elections by the **Village of Palmetto Bay** be deemed to be a waiving of the Construction Criteria.
2. The Proposer who is selected for the project will be required to fully comply with the Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Construction Criteria.
3. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established **Village of Palmetto Bay** policies. Innovation should be limited to Contractor's means and methods, roadway alignments, approach to project, use of new products, new uses for established products, etc.
4. The Proposer shall obtain any necessary permits or permit modifications not already provided.

5.10 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may modify or withdraw previously submitted proposals at any time prior to the proposal due date. Requests for modification or withdrawal of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the proposal provided the change is submitted prior to the proposal due date.

5.11 VILLAGE OF PALMETTO BAY'S RESPONSIBILITIES

This Request for Proposal does not commit the **Village of Palmetto Bay** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the Contract Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the project will be given to the **Village of Palmetto Bay's** Project Manager.

The **Village of Palmetto Bay** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **Village of Palmetto Bay**, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at

the locations indicated. Proposers shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base his bid on his own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Proposer has made an examination as described in this provision.

5.12 CONTRACT

The **Village of Palmetto Bay** will enter into a lump sum contract with the successful Contractor. In accordance with the project requirements and provisions for work and adapting the provisions of FHWA 1273 pertaining to Federal-Aided construction contracts, the Contractor will provide a schedule of values based on the "Bid Form" which is a separate .pdf file to the **Village of Palmetto Bay** for their approval. The total of the Schedule of Values (Bid Form) will be the final contract amount calculated by lump sum.

The terms and conditions of this contract are fixed price and fixed time. The Contractors submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

END OF SECTION

SECTION 06: FDOT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM.

6.1 LAP DIVISION 1 SPECIFICATIONS-SECTION 4-3.

4-3Alteration of Plans or of Character of Work:

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when**:**

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
2. a major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to the portion in excess of 125% of the original Contract item quantity in accordance with 4.2.4 below.

In the case of a decrease below 75%, the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work:
The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 4.2.3 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 4.2.3, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal.

The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete lump sum payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work:

The Engineer may direct in writing that extra work be done, and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4.2.5	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4.2.5,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest

edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment. Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the

prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work:

Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4.2.5 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4.2.5(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4.2.5 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract:

Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment:

A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work:

Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks:

Generally, adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities:

The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

6.2 LAP DIVISION 1 SPECIFICATIONS-SECTION 5-12.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract

Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten-calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    a. documented additional job site labor expenses;
    b. documented additional cost of materials and supplies;
    c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
    d. any other additional direct costs or damages and the documents in support thereof;
    e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in

the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work

deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and

shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

6.3 LAP DIVISION 1 SPECIFICATIONS-SECTION 7-24.:

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types

of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30%

of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

6.4 LAP DIVISION 1 SPECIFICATIONS-SECTION 7-31.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

6.5 BIDDERS OPPORTUNITY LIST

The Federal DBE Program requires States to maintain a database of all firms that are participating, or attempting to participate, on USDOT-assisted contracts. The list must include all contractors that bid on prime contracts or bid or quote subcontracts on USDOT-assisted projects, including both DBE's and Non-DBE's. The bidder has to access the Equal Opportunity Compliance (EOC) System and enter the bidder opportunity information within 3 business days of submission. If the bidder is unable to access the EOC site because it may not be available at the time of bid, an alternate form of tracking is to use the Bid Opportunity form found within APPENDIX 'C' on page 211.

6.6 COMPLIANCE WITH FHWA 1273

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.
If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

6.7 DBE BID PACKAGE INFORMATION

Located in Appendix "C" on pages 201-202 – "FDOT Required Forms" as an attachment to this ITB.

6.8 COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT & OTHER WILDLIFE

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.
These guidelines are posted at the following URL address: http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf .Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting

or mitigation, associated with Contractor initiated off-project activities.

Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

END OF SECTION

SECTION 07: PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.

7.1 PERMITS

7.1.1 PERMITS

The Contractor will be required to obtain all necessary permits from the appropriate Federal, State or local government agencies having jurisdiction over all work related to the project.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be the responsibility of the Contractor. Preparation of complete permit packages will be the responsibility of the Contractor. The Contractor will obtain permits while acting as an authorized representative for the "**Village of Palmetto Bay**" for permitting purposes only. If any agency rejects or denies the permit application, it is the Contractor's responsibility to make whatever changes necessary to ensure the permit is approved.

The Contractor will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Contractor.

However, notwithstanding anything above to the contrary, upon the Contractor's preliminary request for extension of Contract Time, the **Village of Palmetto Bay** reserves the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Contractor in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the **Village of Palmetto Bay** unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum of any determination made by the **Village of Palmetto Bay**.

7.2 VERIFICATION OF EXISTING CONDITIONS

The Contractor shall be responsible for verification of existing conditions, including research of all existing **Village of Palmetto Bay** records and other information.

By execution of the contract, the Contractor specifically acknowledges and agrees that the Contractor is contracting and being compensated for performing adequate investigations of

existing site conditions sufficient to support the design developed by the Contractor and that any information is being provided merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

7.2.1 MILESTONES

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- Schedule
- Traffic Control Plan Concurrence
- Permits
- Utility Coordination/Relocation
- Start of Construction
- Construction Activities and Phasing
- Final Completion Date for all Work.

7.3 CONTRACT DURATION

The Contractor shall establish the contract duration for the subject project. In no event shall the contract duration exceed 120 calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical Proposal. The Proposed Contract Time (PCT) reflected in the schedule may be amended in the bid proposal. The official PCT will be the one submitted with the Bid Price Proposal.

7.4 PROJECT SCHEDULE

The Contractor shall submit a project schedule, to establish contract duration as part of the Technical Proposal. The proposed schedule should allow 10 working days for **Village of Palmetto Bay** review of project schedule submittals. The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Materials Quality Tracking
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Sidewalk Construction
- Signing and Pavement Marking Construction
- Maintenance of Traffic Design
- Maintenance of Traffic Set-Up (per duration)

- Additional Construction Milestones as determined by the Contractor
- Final Completion Date for All Work

7.5 KEY PERSONNEL/STAFFING:

The Contractor's work shall be performed and directed by key personnel identified by the Contractor. Any changes in the indicated personnel shall be subject to review and approval by the **Village of Palmetto Bay's** Project Manager. The Contractor shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

7.6 MEETINGS AND PROGRESS REPORTING:

The Contractor shall anticipate periodic meetings with **Village of Palmetto Bay** personnel and other agencies as required for resolution of construction issues. These meetings may include:

- **Village of Palmetto Bay** technical issue resolution
- Permit agency coordination
- Local government agency coordination

During construction, the Contractor shall meet with the **Village of Palmetto Bay's** Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Contractor shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

7.7 CONSTRUCTION

The services performed by the Contractor shall be in compliance with all applicable FDOT standards and specification.

Unless stipulated otherwise, the current edition, including updates and FDOT Temporary Design Bulletins of the following standards and guidelines, shall be used in the performance of the Work. It shall be the Contractor's responsibility to acquire and utilize the necessary specifications that apply to the construction work required to complete the Project. The following is a list of applicable documents, which is not intended to be all-inclusive:

- FDOT Standard Specification for Road and Bridge Construction

7.8 SCHEDULE OF VALUES – (Bid Form Separate .pdf file-Pages 189-190 After Plans)

The Contractor will be responsible for invoicing the **Village of Palmetto Bay** based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values (bid form). Final payment will be made upon final acceptance by the **Village of Palmetto Bay** of the construction project. Tracking DBE participation will be required under normal procedures. The Contractor must submit the schedule of values to the **Village of Palmetto Bay** for approval. No invoices shall be submitted prior to **Village of Palmetto Bay** approval of the schedule of values.

Upon receipt of the invoice, the **Village of Palmetto Bay's** Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

7.9 CONSTRUCTION ENGINEERING AND INSPECTION

This section is not applicable for this ITB. A separate solicitation will be advertised.

7.9.1 TESTING

The **Village of Palmetto Bay** or its representative will perform verification and resolution testing services in accordance with the latest Specifications. On all Federal Aid Projects, the **Village of Palmetto Bay** or its representative shall perform verification sampling and testing on site as well as off-site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc.

7.10 WARRANTS AND GUARANTEES:

The Contractor shall warranty the project for one (1) full year following acceptance of the project as final by the Village of Palmetto Bay.

7.10.1 Contractor warrants and guarantees to the Village that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warrants and guarantee.

7.10.2 Contractor's warrants and guarantee hereunder excludes defects or damage caused by:

a. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers or any other individual or entity for whom Contractor is responsible; or

b. normal wear and tear under normal usage.

7.11 ADJOINING CONSTRUCTION PROJECTS:

The Contractor shall be responsible for coordinating construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments, the **Village of Palmetto Bay**, or other regional and state agencies.

7.12 CONSTRUCTION CLARIFICATION, CONFLICT RESOLUTION, AND ISSUE ESCALATION

In the event that construction or maintenance problems occur, the resolution of those problems will be processed in one of the following two ways:

- If the resolution does not change the original intent of the ITB, then the Village of Palmetto Bay Engineer of Record (EOR) will be responsible for developing the design solution to the construction or maintenance problem and the will be responsible for review and response within ten (10) working days. If the resolution does alter the original intent of the ITB then the EOR will develop the proposed solution, and send it to the Village Public Works Department Office for review and response through the Village Project Manager. The Village Public Works Department Office will respond to the proposed solution within ten (10) working days. The Village Public Works Department Office will either concur with the proposed solution or, the issue will be escalated as described in the process below. Changes to the original intent of the ITB will require a contract change order to be approved.

- The Village has established the issue escalation process for construction and maintenance questions and conflict resolution that the Contractor shall follow. All issues are to be directed to the Village Project Manager. If the issue cannot be resolved at this level the Village Project Manager shall forward the issue to the next level in the process. The escalation process begins with the Village Engineer, followed by the Director Public Works. Each level shall have a maximum of (3) three working days to answer, resolve or address the issue. This three (3) day window is a response time and does not infer resolution. Questions may be expressed verbally and followed up in writing. The Village Project Manager will respond in a timely manner but not to exceed three working days. The Contractor shall provide any available supporting documentation.

The Contractor shall provide a similar chain of command for his organization with personnel of similar levels of responsibility.

END OF SECTION

SECTION 08: DESIGN AND CONSTRUCTION CRITERIA.

8.1 UTILITY COORDINATION

The Contractor shall be solely responsible for locating all utilities within the limits of the Project. The Contractor shall be responsible for all utility coordination efforts. These efforts shall include all on-going coordination initiated by Village of Palmetto Bay. These coordination efforts shall include, but are not limited to design reviews, construction oversight, initiating and drafting of all of the necessary legal agreements, preparing relocation schedules, administering utility coordination meetings and seeing that all necessary permits are acquired. Existing utilities that are in the Village of Palmetto Bay right-of-way that are in conflict with the proposed construction shall be redesigned and relocated at the utility owner's expense, and in accordance with FDOT Utility Accommodation Manual, FDOT permits, and/ or Rule 14-46.001 of the Florida Administrative Code. The Contractor, the utility owner, or a combination of both may perform the utility design, relocation and/or new utility construction.

8.2 SEQUENCE OF CONSTRUCTION

The Contractor shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
5. Proper coordination with adjacent construction projects and maintaining agencies.

8.3 TRAFFIC CONTROL ANALYSIS

The Contractor shall provide a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The traffic control plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

8.3.1 TRAFFIC CONTROL RESTRICTIONS:

There will be NO LANE CLOSURES ALLOWED between the hours of **7:00 – 9:00** AM to **4:00 – 6:00** PM**.** A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. All lane closures must be reported to the local emergency agencies, the media and the **Village of Palmetto Bay** information officer. Also, the Contractor shall develop the project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

8.4 SIGNING AND PAVEMENT MARKING PLANS

Signing shall comply with the applicable MUTCD standards. See appendix for current MUTCD standards.

Off-system signing will require coordination and permits from other government agencies. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to permits from the Village of Palmetto Bay and Miami-Dade County.

Thermoplastic striping will be required for the pavement.

8.5 GENERAL SPECIFICATIONS

The construction plan sheets, notes, and details include the following, as applicable: Key Sheet, General Note sheet(s), Plan sheet(s), and Special Marking Detail sheet(s). Signs and pavement markings shall be designed in accordance with the Elder Road User Policy, MUTCD and FDOT standards.

8.6 TECHNICAL SPECIAL PROVISIONS

The Technical Special Provisions for all items of Work not covered by the FDOT Standard Specifications, or Supplemental Specifications. Standard Specifications shall not be modified unless necessary to control Project-specific requirements.

8.7 LANDSCAPE AND TREE REMOVAL AND RELOCATION

The scope of work for the Project shall be limited to the removal and relocation of existing landscape and trees that are affected by the Project.

END OF SECTION

SECTION 09: REQUEST FOR PROPOSAL REQUIREMENTS

9.1 GENERAL

Each Contractor being considered for this project is required to submit a Written Response to Proposal. The proposal shall include sufficient information to enable the **Village of Palmetto Bay** to evaluate the capability of the Contractor to provide the desired services. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

9.2 SUBMITTAL REQUIREMENTS

One (1) Original and two (2) Copies plus a CD or flash drive with electronic files of the entire Response to Proposal to:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

9.3 FINAL SELECTION PROCESS

The Project shall be awarded to the lowest responsive responsible bidder.

END OF SECTION

SECTION 10: BID PROPOSAL REQUIREMENTS

10.1 BID PRICE PROPOSAL

For this project, a single "all inclusive" Lump Sum bid item is to be utilized. The components that are to be incorporated in this bid item shall include but not limited to:

- Structures
- Traffic Signings and pavement markings

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one lump sum price for the Project and the number of calendar days within which the Proposer will complete the project. The lump sum price shall include all costs for Contractors quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. The Price Proposal shall be hand delivered in a separate sealed package to the following:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

The package shall indicate clearly that it is the Price Proposal and shall identify clearly the Proposer's name, and project description. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Price Proposals.

END OF SECTION

SECTION 11: FEDERAL AND STATE REQUIREMENTS

11.1 AUDITS

11.1.1 Contractor shall comply with the applicable provisions of chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with the Contract for a period of five (5) years from the date of final payment for all Work performed pursuant to this Contract. The Village or any of their duly authorized representatives shall, until five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Agency shall retain document from final Federal Close out.

11.1.2 Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as subparagraph 12.1.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

11.1.3 The right to access and examination of records in subparagraph 12.1.1 shall continue until disposition of any mediation, claims, litigation or appeals.

11.2 BUY AMERICA REQUIREMENTS AND CONVICT LABOR

FDOT SPECIFICATION 6-5.2

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

11.2.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

11.3 CONTRACTOR PURCHASED EQUIPMENT.

This ITB does not allow.

11.4 USE OF PUBLICLY OWNED EQUIPMENT.

This ITB does not allow.

11.5 DEBARMENT OR SUSPENSION

Located in Appendix “C” on page 203 – “FDOT Required Forms” as an attachment to this ITB.

11.6 CHANGES AND EXTRA WORK.

(a) Following authorization to proceed with a project, all major changes in the plans and contract provisions and all major extra work shall have formal approval by the Village Manager in advance and in writing. The Contractor shall not proceed with the additional work or service until a change order has been approved by the Village.

(b) For non-major changes and non-major extra work, formal approval is necessary and shall be communicated to the project manager, if there is a change in form of value, the Village Manager shall need to be notified and the Village, upon acceptance, will provide a change order.

(c) Changes in contract time, the Contactor shall communicate with the Village’s project manager and give reason as to the changes in contract timeline, if approved by the Project Manager and

Village Manager, the Contractor can proceed with the new timeline.

(d) In establishing the method of payment for contract changes or extra work orders, with the signed acknowledgement from the Village, the Village shall in turn either add the extra costs to the purchase order or create a separate purchase order for just those specific changes.

(e) Proposed changes and extra work involved in nonparticipating operations that may affect the design or participating construction features of a project, shall be subject to review and concurrence by the Village's Project Manager and the Village Manager.

11.7 CONTRACT TIME AND CONTRACT TIME EXTENSIONS.

11.7.1 LAP DIVISION 1 SPECIFICATIONS – SECTION 8-7.3.2

(a) The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

(b) Whenever the Engineer suspends the Contractor's operations, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

(c) The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects
of weather.

(d) The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the

Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

11.8 FDOT SUPPLEMENTAL SPECIFICATION 6-12.2 SOURCE OF SUPPLY – STEEL

For Federal-aid Contracts, only

Use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

11.9 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

Located in Appendix "C" on pages 205-206 – "FDOT Required Forms" as an attachment to this ITB.

11.10 FHWA 1273 REQUIRED CONTRACT PROVISIONS FDERAL-AID CONSTRUCTION CONTRACTS AND EXECUTIVE ORDER 11246

Located in Appendix "C" on pages 212-223– "FDOT Required Forms" as an attachment to this ITB.

Executive Order 11246--Equal employment opportunity
Source: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339, unless otherwise noted.

These provisions of FHWA 1273 will need to be exercised by both the Prime contractor and the Sub-Contractors that were awarded the project.

11.11 CONVICT LABOR

Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

11.12 HIRING PREFERENCE

The Village of Palmetto Bay does not have local hiring preferences. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The selection of labor to be employed by any contractor or subcontractor on any Federal-Aid project shall be made without regard to race, color, religion, sex, national origin, age or disability.

11.13 DAVIS BACON WAGE TABLE

Refer to Appendix B, pages 191-197 for Current Wage Table Information

11.13.1 – LAP DIVISIOIN 1 SPECIFICATIONS-SECTION7-16
7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

11.14 ADVERTISING FOR BIDS AND PROPOSALS.

(a) The documents will be advertised at a local newspaper, regional publication, procurement bid sites and the Village website.

(b) The advertisement and approved plans and specifications shall be available to bidders on Wednesday, December 2nd, 2020.

(c) The bidder/proposer can obtain the documents by going to www.palmettobay-fl.gov and under the business tab click "Bids & RFPs".

(d) The Village hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of 'race, color, gender, religion, age, disability, marital status or national origin in consideration for an award." Nondiscriminatory bidding procedures shall be afforded to all qualified bidders regardless of National, State or local boundaries and without regard to race, color, religion, sex, national origin, age, or handicap. If any provisions of State laws, specifications, regulations, or policies may operate in any manner contrary to Federal requirements, including Title VI of the Civil Rights Act of 1964, to prevent submission of a bid, or prohibit consideration of a bid submitted

by any responsible Proposer appropriately qualified in accordance with § 635.110, such provisions shall not be applicable to Federal-aid projects. Where such non-applicable provisions exist, notices of advertising, specifications, special provisions or other governing documents shall include a positive statement to advise prospective bidders of those provisions that are not applicable.

(e) The Village shall include a non-collusion provision substantially as follows in the bidding documents:

Each Proposer shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

(1) The required form is included as part of this ITB and shall need to be signed and returned along with all the required forms.

(2) The statement shall either be in the form of an affidavit executed and sworn to by the Proposer before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.

(f) The Village shall include the lobbying certification requirement pursuant to 49 CFR part 20 and the requirements of 49 CFR part 29 regarding suspension and debarment certification in the bidding documents.

(g) The Village shall clearly identify in the bidding documents those requirements which the Proposer must assure are complied with to make the bid responsive. Failure to comply with these identified bidding requirements shall make the bid nonresponsive and not eligible for award consideration.

(h) In the case of a design-build project, the following requirements apply:

(1) The Village may decide the appropriate solicitation schedule for all design- build requests. This includes all project advertising, the release of the Request for Qualification document, the release of the Request for Proposals document and all deadlines for the receipt of qualification statements and proposals. The Village typically advertises the proposal for 30 calendar days.

(2) The Village shall issue addenda's during the bidding period. The Village will reasonably let the proposers be aware of the addenda. It will also be included on the Village's website to download.

11.15 NON-ALLOWED CRITERIA

The following are not requirements for this ITB and will not be used to consider a potential Contractor:

a) The Village will not allow contractor purchased equipment for state or local ownership,

b) Indian Preference will not be utilized with this contract,

c) Local/State Hiring Preferences will not be made in the selection process for this project

d) Contract will not allow owner force account or cost-effective justification,

e) Public agencies in competition with the private sector will not be allowed on this contract,

f) Publicly owned equipment will not be allowed on this contract,

g) State/Local owned furnished designated materials will not be used in this contract.

11.16 STATE PREFERENCE – RESTRICTIONS UPON MATERIALS

Restrictions upon materials are in accordance with CFR Title 23, Section 635-409 as follows:

No requirement shall be imposed, and no procedure shall be enforced by any State transportation department in connection with a project which may operate:

(a) To require the use of or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States; or

(b) To prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation as evidenced by requirements and procedures prescribed by the FHWA Administrator to carry out such policies.

11.17 EQUIPMENT RENTAL RATES

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the

equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

11.18 PATENTED/PROPRIETARY MATERIALS

The Owner certifies that neither patented or proprietary materials are required or specifically named in the specifications to be used for this project

11.19 NON-COLLUSION PROVISION

Located in Appendix "C" page 207-209 – "FDOT Required Forms" as an attachment to this ITB.

11.20 E-VERIFY

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

E-Verify – Acknowledgment Form Located in Appendix "C" page 210 – "FDOT Required Forms" as an attachment to this ITB.

END OF SECTION

SECTION 12: LAP BIG FOUR SPECIFICATIONS

SECTION 120 - **EARTHWORK AND RELATED OPERATIONS FOR LOCAL AGENCIES**
120-1 Description.

120-1.1 General: Perform Earthwork and Related Operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and Related Operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 **Classes of Excavation.**

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for Structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 **Excavation Requirements.**

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 **Excavation for Structures and Pipe.**

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 **Earth Excavation:**

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry.

In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 **Disposal of Surplus and Unsuitable Material.**

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of

120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If

the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-5 **Materials for Embankment.**

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes (in any dimension) as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from

approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 **Embankment Construction.**

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 **Dry Fill Method:**

120-6.2.1 General: Construct embankments to meet compaction requirements in Article 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 **Hydraulic Method:**

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the

bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 **Compaction Requirements.**

120-7.1 Moisture Content: Compact the materials at moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 **Compaction of Embankments:**

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: Reduce the minimum required density from 100% to 95% of AASHTO T99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as required by AASHTO T 99, Method C. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders

which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 **Backfilling Around Structures and Pipe.**

120-8.1 **Requirements for all Structures:**

120-8-1.1 General: Backfill around structures and pipe in the Dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case

until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4.

The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness outside the soil envelope if he can demonstrate with a successful test section that density can be achieved. Notify the Engineer prior to beginning construction of a test section. Construct a test section of 500 feet in length. Perform five tests at random locations within the test section. All five tests must meet the density required by 120-7.2. Identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-7.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

120-8.2 **Additional Requirements for Structures Other than Pipe:**

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12-inch layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 **Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:**

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 **Material:**

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 **Compaction:**

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 **Acceptance Program.**

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: Determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Ensure compliance with the requirements of 120-9.5 by Nuclear Density testing in accordance with FDOT Florida Method FM 1-T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1-T 238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

120-9.4 Soil Classification: Perform soil classification tests in accordance with AASHTO T-88. Classify soils in accordance with AASHTO M–145 in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria**:** Obtain a minimum density in accordance with 120-7.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-6.3;

2) material placed outside the standard minimum slope as specified in 120-6.2.4;

3) other areas specifically excluded herein.

120-9.6 Frequency: Conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 **Maintenance and Protection of Work.**

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 **Construction.**

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.

2.Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.

3. Shape the bottom of ditches so that the ditch impounds no water.

4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below

the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 **Method of Measurement.**

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 **Basis of Payment.**

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation by lump sum for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract lump sum for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract lump sum for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SECTION 334 - HOT MIX ASPHALT FOR LOCAL AGENCIES

334-1 Description.

334-1.1 General: Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an HMA mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

Table 334-1

HMA Mix Types

Asphalt Work Category	Mix Types	Traffic Level
1	Type SP-9.5 , or equivalent as determined by the Engineer	A
2	Type SP-9.5, SP-12.5, or equivalent as determined by the Engineer	B or C
3	Type SP-9.5, SP-12.5	C

A Type SP mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.).

334-1.4 Gradation Classification: HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5..... 9.5 mm

Type SP-12.5..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)

G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

Type SP-9.5..... 3/4 - 1 1/2 inches

Type SP-12.5..... 1 1/2 - 2 1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (≤5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 **Materials.**

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the Department's Qualified Products List (QPL).

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. For Category 2 and 3 projects, require the aggregate supplier to certify that the material meets FDOT requirements.

334-2.3 **Reclaimed Asphalt Pavement (RAP) Material:**

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.

2. Do not use RAP material in any friction course mixes.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

5. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises.

Table 334-2

Asphalt Binder Grade for Mixes Containing RAP

Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

334-3 **Composition of Mixture.**

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 **Mix Design:**

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R35-04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323-04, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-04, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-04. Use the number of gyrations as defined in AASHTO R35-04, Table 1.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-04, Table 6.

334-3.2.5 Moisture Susceptibility: Test 4-inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List, or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the Department's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.

8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the Mix Designer.

11. The ignition oven calibration factor.

334-4 **Contractor Quality Control.**

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

334-5 **General Construction Requirements.**

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 **Limitations of Laying Operations:**

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40ºF for layers greater than 1 inch (100 lb/yd^2) in thickness and at least 45ºF for layers 1 inch (100 lb/yd^2) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd^2 or less is 50ºF.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of ±30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

334-5.5 **Preparation of Surfaces Prior to Paving:**

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand sweeping where necessary.

334-5.5.2 Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT specifications. Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

334-5.6 **Paving:**

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than ± 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water

has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness of Layers: Construct each course of Type SP mixtures in layers of the thickness shown in 334-1.5.1.

334-5.7 **Leveling Courses:**

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface more than 1 inch deep by spot patching with leveling course mixture, and compact thoroughly.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd^2 or more than 75 lb/yd^2. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required (Asphalt Work Category 3), select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage

the pavement.

When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 **Joints.**

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FM 5-509. always Make them available at the job site during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

334-5.10.3.1 **Asphalt Work Category 3:**

334-5.10.3.1.1 Acceptance Testing: Straightedge the final Type SP structural layer and friction course layer with a rolling straightedge. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In

addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15-foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with 334-5.10.4. The Engineer may waive or modify straight edging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

334-5.10.3.1.3 Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.2, and retest the corrected areas.

334-5.10.3.1.4 Friction Course Layer: At the completion of all paving operations, straightedge the friction course. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.3. Retest all corrected areas.

334-5.10.3.2 Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with 334-5.10.4.2. Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

334-5.10.4 **Correcting Unacceptable Pavement:**

334-5.10.4.1 General: Correct all areas of unacceptable pavement at no additional cost.

334-5.10.4.2 Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

a. Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.

b. Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

334-5.10.4.3 Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the Engineer.

334-6 **Acceptance of the Mixture.**

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1) Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2) Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined in 334-6.3

3) Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Quality Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in 334-6.3.1. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.

334-6.3.1 Quality Control Sampling and Testing Requirements: Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day.

Determine the asphalt content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3.

Table 334-3 Quality Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (average of three cores)	91.5% Gmm
Roadway Density (any single core)	90.0 % Gmm

334-6.4 Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the Project is less than 500 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 **Method of Measurement.**

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or lump sum adjustment for the asphalt binder material in the asphalt mix.

334-8 **Basis of Payment.**

334-8.1 General: Price and payment will be compensated by lump sum for all the work specified under this Section.

SECTION 344 – **LOCAL AGENCY PROGRAM CONCRETE**
344-1 Description.

344-1 General: Construct Local Agency Program (LAP) Concrete based on the type of work as described in the Contract and the Concrete Work Categories as defined below.

344-1.2 Work Categories: Construction of LAP concrete elements will fall into one of the following Concrete Work Categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place or precast elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete requiring a class of concrete specified in FDOT Section 346.

344-2 **Materials.**

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Cement shall conform to the requirements of the AASHTO or ASTM designations. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed. Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 are allowed for LAP concrete.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet current FDOT requirements except that source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet current FDOT requirements.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall meet current FDOT requirements. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the current FDOT requirements.

344-2.2 Material Storage: Use a concrete production facility that meets the following requirements.

344-2.2.1 Cementitious Materials Storage: Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

344-2.2.2 Aggregate Storage: Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Timers may be used to facilitate the sprinkling of aggregate stockpiles using an alternating on/off method. However, in no event shall the top surface of the stockpile be permitted to become dry prior to batching of concrete. Moisture probes may be used to determine the moisture content of the aggregate. Ensure that the accuracy of the probe is certified annually and verified weekly. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

344-3 **Production, Mixing and Delivery of Concrete.**

344-3.1 Concrete Production Requirements: Use concrete production facilities certified by the National Ready-Mixed Concrete Association (NRMCA), approved by the FDOT.

Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. When moisture probes are not used, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates within two hours prior to each day's batching. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes, and are in accordance with Chapter 9.2 of the FDOT Materials Manual. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. As an alternative, the producer may have this frequency identified in an FDOT approved QC plan. The accuracy of admixture measuring dispensers will be certified annually by the admixture supplier.

When Volumetric Mixers are used for Category I applications, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the

vehicle has a VMMB registered rating plate.

344-3.2 Classes of Concrete: Classes of concrete to be used on the project will be defined in the Contract Documents.

344-3.3 Contractors Quality Control: The Contractor will supply a Quality Control (QC) plan to identity to the Agency how quality will be ensured at the project site. During random inspections the Agency will use this document to verify that the construction of the project is in agreement with his QC plan.

344-3.4 Concrete Mix Design: Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by the Agency. Otherwise, the agency will accept mix designs previously described in an FDOT approved QC plan. In any event, use only concrete mix designs having prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on an Agency approved concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with specification requirements.

344-3.5 Delivery: For cast-in-place applications, the maximum allowable mixing and agitation time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Agency with each batch of concrete before unloading at the placement site. The delivery ticket shall be printed. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete certifies that the batch was produced in accordance with these Specifications and signs the delivery ticket. The Contractor shall sign the delivery ticket certifying that the concrete was batched, delivered and placed in accordance with these Specifications.

The Contractor shall be responsible for rejecting loads of concrete that do not meet the plastic properties of the approve mix design or the minimum compressive strength requirements.

At the sole option of the Agency, the Engineer may accept concrete at a reduced pay when it is determined that the concrete will serve its intended function.

344-3.6 **Placing Concrete:**

344-3.6.1 Concreting in Cold Weather: Do not place concrete when the temperature of the concrete at placement is below 45°F.

Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in Section 346. During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the concrete and air within the enclosure can be kept above 60°F for a

period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in Section 346.

When the temperature of the concrete as placed exceeds 75°F, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by Section 346.

Spray reinforcing steel and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.7 Mixers: Ensure that mixers are capable of combining the components of concrete into thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated Capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 yd^3 placed in one day and less than 0.5 yd^3 placed in a single placement may be accepted using a pre-bagged mixture. The Agency may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 **Sampling and Testing:**

344-3.9.1 Category 1: The Engineer may sample and test the concrete at his discretion to verify its quality. The minimum 28-day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: Provide a statement of certification from the manufacturer of the precast element that the element meets the quality control and inspection testing requirements of the Contract Documents.

344-3.9.3 Category 3: The Agency will randomly select a sample from each 200 yd^3 or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the

Agency at 28 days to ensure that the design compressive strength has been met. The Agency may, at its discretion, test additional concrete samples to ensure compliance with the specifications.

344-3.10 **Records:** Maintain the following records for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.

2. Materials source (delivery tickets, certifications, certified mill test reports).

3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.

4. A copy of the documentation certifying the admixture weighing/measuring devices.

5. For Non Structural LAP concrete the Agency will accept recent NRMCA, VMMB or FDOT inspection records certifying the plant or truck can produce concrete. In addition, documentation will be available at the plant or in the truck showing that action has been taken to correct deficiencies noted during the inspections.

344-4 **Acceptance of the Work.**

344-4.1 Category 1 Work: Category 1 work will be accepted based upon compliance with Production, Mixing and Delivery Requirements specified in 334-3.

344-4.2 Category 2 Work: Precast elements will be accepted based upon certification from the Contractor that the elements were produced by a production facility on the FDOT's current approved plant list. In addition, the producer's QC stamp will be displayed on the element.

344-4.3 Category 3 Work: Category 3 work shall be in full compliance with this Specification, and with current FDOT Specifications, Section 346 and associated Contractor Quality Control (QC) specifications governing cast-in-place concrete. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-5 **Method of Measurement.**

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 **Basis of Payment.**

Prices and payments will be full compensation for all work and materials specified in this Section.

SECTION 580 - LANDSCAPE INSTALLATION
580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 **Materials.**

580-2.1 **Plants:**

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 **Specific Requirements for the Various Plant Designations.**

580-3.1 **Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):**

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches [100 mm] of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches [38 mm] or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and

Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 **Planting Requirements.**

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches [150 mm] in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches [150 mm]. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches [200 mm]. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 **Staking and Guying.**

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch [25 mm] diameter and smaller than 2 inches [50 mm] diameter with a 2 by 2 inch [50 by 50 mm] stake, set at least 2 feet [0.6 m] in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches [50 mm] caliper and smaller than 3 1/2 inches [90 mm] caliper with two 2 by 4 inch [50 by 100 mm] stakes, 8 feet [2.4 m] long, set 2 feet [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches [90 mm] caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3 inches [75 mm] below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch [50 by 100 by 300 mm] stake pads.

580-6 **Tree Protection and Root Barriers.**

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 **Pruning.**

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 **Mulching.**

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches [75 mm] over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 **Disposal of Surplus Materials and Debris.**

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 **Contractor's Responsibility for Condition of the Plantings.**

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 **Plant Establishment Period.**

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 **Method of Measurement.**

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 **Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION

SECTION 13 FORMS

THIS BID IS SUBMITTED TO:

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with The Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

PROPOSER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to PROPOSER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.

In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:

(a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

(b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the service.

(c) PROPOSER has studied carefully all local conditions.

(d) PROPOSER 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 (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or 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, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.

(e) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(f) PROPOSER has given the VILLAGE written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the VILLAGE is acceptable to PROPOSER.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over the VILLAGE.

PROPOSER understands and agrees that this is a unit rate contract. The prices submitted on the bid form are to furnish and deliver all of the goods and services complete in place. The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. CONTRACTOR's lump sums will not be adjusted to reflect any deviation from the provided quantities. As such the CONTRACTOR shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the VILLAGE to complete the work per the specifications and as required shall be included in the above bid.

I. NOTES TO BIDDERS:

1. CONTRACTOR shall fill in the entire bid form, No spaces are to be left blank.
2. The VILLAGE reserves the right to utilize any combination of the bid units, add alternates as they so desire to achieve the proper balance between the required goods and services the VILLAGE's available budget.
3. The VILLAGE reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

BASE BID:

_____

_____ Dollars

(Written Total Base Bid Price - From Schedule of Values on BID Form)

5. PROPOSER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.

6. Communications concerning this Bid shall be addressed to:

PROPOSER: _____

Address: _____

_____

Telephone _____

Facsimile Number _____

Attention: _____

2 The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY _____ ____, 20_____.

If PROPOSER is:

AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Name)

Doing business as: _____

Business address: _____

_____

Phone No: _____ Facsimile No: _____

A PARTNERSHIP

By: _____ (SEAL)

(Firm's Name)

_____

(General Partner)

Business address: _____

_____ _____

Phone No: _____ Facsimile No: _____

A CORPORATION

By: _____

(Corporation Name)

_____

(State of Incorporation)

By: _____

(Name of Person Authorized to Sign)

_____

(Title)

_____

(Corporate Seal)

Attest: _____ _____
(President)

Business address: _____

_____

Phone No: _____ Facsimile No: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____

_____

_____a Corporation existing under the laws of the State of Florida, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20_____ , to the Village of Palmetto Bay and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____ _____ _____a Corporation existing under the laws of the State of _____ , held on_____ , 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ , as_____ of the Partnership, be and is hereby authorized to execute the Bid dated,_____ 20_____ , to the Village of Palmetto Bay and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

13.1 AWARD FOR IDENTICAL TIE BIDS

When two or more Bids, which are equal with respect to price, quality, and service, are received by the VILLAGE we will select the bidder based on who has the most work experience

.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PERFORMANCE BOND

PROJECT TITLE: Safe Route to School (SRTS) Coral Reef Elementary School (the "Project")
VENDOR :
CONTRACT NO: 2021-11-003
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ _____Of the Village of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the _____ day of _____, 20____, for the construction of the Safe Route to School (SRTS) Infrastructure Priority 2 Coral Reef Elementary School Improvements (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the

amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____	Witness: _____
Address: _____	Address: _____
Principal	Surety
By: _____	By: _____
Name:_____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Safe Route to School (SRTS) Coral Reef Elementary School (the "Project")
VENDOR :
CONTRACT NO: 2021-11-003
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the Village of _____ , County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the Safe Route to School (SRTS) Infrastructure Priority 2 Coral Reef Elementary School Improvements (the "Project"), the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____

Address: _____

Principal

By: _____

Name:_____
(Print)

Title: _____

Address: _____

_____

Witness: _____

Address: _____

Surety

By: _____

Name: _____
(Print)

Title: _____

Address: _____

_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

13.2 BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we,_____, as Principal, and , as Surety, are held and firmly bound unto the Village of Palmetto Bay, a municipal corporation of the State of Florida in the sum of_____Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____20___ for: _____.

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Village of Palmetto Bay and furnishes the Performance and Payment Bonds, satisfactory to the VILLAGE, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village of Palmetto Bay and the Surety herein agrees to pay said sum immediately, upon demand of the VILLAGE, in good and lawful money of the United States of America, as OFF for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals 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:

_____ _____ (SEAL)
(Individual or Partnership Principal)

_____ _____

(Business Address)

_____
(Village/State/Zip)

_____
(Business Phone)

ATTEST:

_____ _____ Secretary
(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

_____ _____
(Printed Name)

_____

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the_____day of_____, 20____, before me, the undersigned Notary

Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

☐ Personally identification:

(Type of Identification Produced)

☐DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:

Number of Signatures Notarized:

13.3 LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION OF WORK / LICENSE #	**NAME AND ADDRESS OF SUBCONTRACTOR**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If, prior to Notice of the Award, the VILLAGE or the CONTRACTOR has reasonable objection to and refuses to accept any CONTRACTOR, Supplier, person or organization listed, the PROPOSER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

13.4 PROPOSER QUALIFICATION STATEMENT

The PROPOSER's response to this questionnaire will be utilized as part of the VILLAGE's overall Bid Evaluation and CONTRACTOR selection.

The following minimum experience is required for this project:

a) successful completion, verifiable with references, of at least three roadway construction and reconstruction projects performed in Miami-Dade County in the last three years, and

b) successful completion, verifiable with references, of at least three roadway construction and re-construction projects for governmental agencies in South Florida, with at least one in Miami-Dade County.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List project experience consistent with the requirements stated below.

1. Project Name/Location _____

   Project Description _____

   _____

   _____

   _____

   Owner Name _____

   Contact Person _____

   Contact Telephone No. _____

   Yearly Budget/Cost _____

   Dates of contract From:_____

   To:_____

2. Project Name/Location _____

   Project Description _____

   _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

3. Project Name/Location _____

Project Description _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

4. Project Name/Location _____

Project Description _____

_____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

5. Project Name/Location _____

Project Description _____

_____

_____

_____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of contract From:_____

To:_____

13.5 NON-COLLUSION AFFIDAVIT

State of _____)

) SS

County of_____)

_____ being first duly sworn deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of

_____ the PROPOSER that has submitted the attached Bid;

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

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

(4) Neither the said PROPOSER 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 PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____

_____

(Printed Name)_____ (Title)_____

ACKNOWLEDGMENT

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me this _____day of_____, 2020 (year), by _____, the undersigned Notary

Public of The State of Florida, personally appeared and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

☐ Personally identification:

(Type of Identification Produced)

☐DID take an oath, or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

13.6 BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES AND COMMODITIES AND CONTRACTURAL SERVICES

Located in Appendix "C" on page 211 – "FDOT Required Forms" as an attachment to this ITB.

END OF SECTION

SECTION 14

14.1 PUBLIC ENTITY CRIMES

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 Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a CONTRACTOR, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

14.2 CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. PROPOSER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or its' agencies.

AND

The PROPOSER shall insert and require its sub-contractors to insert, the following provisions as required by Section 14.f of LAP Agreement (FDOT Form No. 525-010-40):

"No member, officer or employee of the RECEIPIENT or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.'

CONTINUED ON NEXT PAGE

14.3 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_____ by_____ for_____ whose business address is_____ _____ and (if applicable) its Federal Employer Identification number (FEIN) is_____(IF the entity had 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Para. 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 trail 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 Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a partnership or corporation 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 Para. 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 applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (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.

By: _____

Print Name _____

Title: _____

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 commission name of notary public)

END OF SECTION

SECTION 15

15.1 NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: Village of Palmetto Bay Safe Route to School (SRTS) Coral Reef Elementary 2021-11-003 in accordance with Contract Documents as prepared by the Village

and

The VILLAGE has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the Safe Route to School (SRTS) Coral Reef Elementary 2021-11-003. You are required by the Instruction to PROPOSER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said VILLAGE will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____
Nick Marano

TITLE: VILLAGE MANAGER

Dated this _____ day of _____, 20___.

15.2 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by a representative of the Prime Contractor, this _____ day of _____, 20_____.

BY: _____

TITLE: _____

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

END OF SECTION

SECTION 16

16.1 AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Contractor" and jointly referred to as the Parties.

W I T N E S E T H:

WHEREAS, the Village advertised an Invitation to Bid (ITB) on December 2, 2020, and

WHEREAS, Contractor submitted a Bid dated _____, 20____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, 20___, the Village Council awarded the Contractor and agreed to enter into an Agreement with said Contractor to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation of Documents

The following documents are hereby incorporated by reference and are made part of this Agreement.

(1) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 2021-11-003 Construction of SRTS Infrastructure Priority 2 – Coral Reef Elementary.**

(2) Proposal for the Village of Palmetto Bay prepared by Contractor dated _____, 20___. (Exhibit 2).

(3) Required Contract Provisions – Federal Aid Construction Contracts FHWA 1273 (Exhibit 3).

All exhibits referenced in this agreement are made a part of this agreement and are collectively referred to as the "Documents." In the event of any conflict between the Documents or any

ambiguity or missing specifications or instructions, the following, in no order of priority, is established:

A. This Agreement
B. Exhibit 1: ITB# 2021-11-003
C. Exhibit 2: Contractor's Submitted Proposal
D. Exhibit 3: FDOT Required Forms

Article 2 Scope of Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the Work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Contractor agrees to provide Goods (hereinafter inclusively referred to as the "Goods") as specifically described and under the terms and conditions set forth in Exhibit 1.
B. Contractor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the Goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.
C. The Project for which the Work under the Agreement Documents may be the whole or only a part is generally described as follows:

Article 3 Qualifications

The Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the Village that the Contractor is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor possesses all of the required licenses and certificates of competency required by the State of Florida, and the Village to perform the Work herein described. Contractor acknowledges that due to the nature of this agreement, that the Contractor must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Contractor shall be solely responsible for

the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Contractor shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157-5606.

Article 5 Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Agreement should be addressed to Dionisio Torres, Director of Public Services.

Article 6 Termination

A. Termination/Cancellation of Agreement Without Cause

Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the agreement will not relieve the Company of any deliverables and work product de prior to the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post contract audit of money due on Contractor's performance). Termination or cancellation of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the Agreement.

B. Termination Because of Default

Without waiving the right to terminated without cause on thirty (30) days' notice, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Agreement will not relieve the Contractor of any deliverables and work product due prior to

the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract).

Article 7 Hold Harmless and Indemnification Statement

The Village, the state of Florida and the Department of Transportation shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Contractor agrees that in the event this Agreement is terminated for the Village's breach, the damages that the Contractor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

The Term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the Work performed.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification: Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification who perform work in connection with this Agreement:

To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the Village and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28 Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Village for the negligent acts or omissions of the Village, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Contractor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village of Palmetto Bay and Florida Department of Transportation (FDOT) shall be named as "additional insured" with respect to this coverage.
- Workers Compensation – Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages
- Errors and omissions or Company liability insurance - $1,000,000

Article 12 Waiver

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by the Contractor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

Article 13 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or

certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:	Company:
Nick Marano	_____
Village Manager	_____
Village of Palmetto Bay	_____
9705 E. Hibiscus Street	_____
Palmetto Bay, FL 33157-5606	_____

Either Party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other Party in accordance with the provisions herein.

Article 14 Assignment

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village.

The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within ten (10) days by the Contractor to the Village. None of the Work or services under this Agreement shall be sub-contracted unless the Primary Contractor obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Agreement and the Primary Contractor shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 15 Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), corporation, individual or Company, other than a bonafide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 16 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither Party shall be entitled to prejudgment interest.

Article 17 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 18 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective assigns, successors, legal representatives, heirs, and beneficiaries, as applicable.

Article 19 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. The Parties additionally acknowledge that the Invitation to Bid (ITB) is herewith an attachment to this Agreement. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 20 Captions and Paragraph Headings

Captions and paragraph heading contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 21 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 22 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Article 23 Exhibits are Inclusionary

All Exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference and as attachments to this agreement. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 24 Jurisdiction and Venue

For the purposes of this Agreement, Florida law shall govern the terms of this Contract. Venue shall be in Miami-Dade County, Florida.

Article 25 Sovereign Immunity and Attorney's Fees

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim or breach of Contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in ay state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each Party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 26 Permits, Licenses and Filing Fees

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's Work when applicable.

Article 27 Safety Provisions

The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 28 Public and Employee Safety

Whenever the Contractor operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village,

furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 29 Preservation of Village Property

The Contractor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

Article 30 Immigration Act of 1986

The Primary Contractor warrants on behalf of itself and all sub-contractors engaged for the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the immigration and Nationality Act.

Article 31 Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Contractor agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (23 CFR Part 230).

Article 32 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Contractors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall cause any such ambiguity or defect to be construed against the Contractor. An ambiguity or defect shall be considered patent if it is of such a nature that the Contractor, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Primary Contractor or

sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Contractor shall immediately notify the Village in writing, and the Contractor and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by the Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 33 Warranty of Authority

The signatories to this Agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this Agreement and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 34 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the language in this Agreement shall be construed as to its fair meaning and not strictly for or against any party.

Article 35 Contract Time

35.1 The Contract term commences after the Contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

35.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Section 1.2, plus extensions thereof allowed in accordance with Section 12.7 of the ITB. They also recognize the expense and difficulties involved in proving, in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or

Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER applicable liquidated damages by the amounts specified in Section 1.2 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 36 Contract Price

36.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (Contract price is the summation of all the bid sheets):

Contract Price **$**_____

Contract Price (in words) _____

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER	COMPANY
Village of Palmetto Bay	_____
ADDRESS	ADDRESS
9705 E. Hibiscus Street Palmetto Bay, FL 33157-5606	_____ _____
BY _____	BY _____
Nick Marano Print Name	_____ Print Name
Village Manager Title	_____ Title

ATTEST

_____	_____
Missel Arocha Village Clerk	Witness
APPROVED AS TO FORM BY	_____ Print Name
_____ John Dellagloria Village Attorney	

Exhibit 3

Federal Provisions to Agreement found in APPENDIX "C" of ITB

Attached and Incorporated as Part of This Agreement

16.2 FHWA-1273 REQUIRED CONTRACT PROVISIONS

Located in Appendix "C" on page 212-223– "FDOT Required Forms" as an attachment to this ITB.

16.3 APPENDICES A AND E

Title VI Assurance – DOT 1050.2, Appendices A and E FDOT's Division 1 Specification information is included on pages 79-81.

END OF SECTION

SECTION 17

17.1 NOTICE TO PROCEED

TO: _____ DATE: _____
Contractor

_____
Contractor Representative

_____
Title

PROJECT DESCRIPTION: Safe Route to School (SRTS) Coral Reef Elementary School 2021-11-003, in accordance with Contract Documents as prepared by The Village of Palmetto Bay.

You are hereby notified that the above referenced contract is awarded in accordance with the Agreement dated _____, Village of Palmetto Bay.

BY: _____
Nick Marano

TITLE: VILLAGE MANAGER

17.2 ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by a representative of the Prime Contractor, this _____ day of _____, 20_____.

BY: _____

TITLE: _____

END OF SECTION

SECTION 18

18.1 ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for Village of Palmetto Bay, **Safe Route To School (SRTS) Coral Reef Elementary School** Project No. **2021-11-003**, 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 Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

_____
(Subcontractor Name(s)

to comply with such act or regulation.

_____
CONTRACTOR

ATTEST

BY: _____

_____
SIGNATURE

END OF SECTION

SECTION 19

PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the work day of the final Friday of each month. CONTRACTOR shall submit by the first Friday of each month CONTRACTOR's completed Application for Payment for the previous period. VILLAGE must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, CONTRACTOR shall submit his application on the next workday.

CONTRACTOR is advised that processing of draws must follow this schedule, as the VILLAGE has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

END OF SECTION

ATTACHMENTS

CONTRACT PLANS FOR CORAL REEF ELEMENTARY SCHOOL (Plan is inserted before Appendix "A" plan pages 1-32)

APPENDIX "A" – SCHEDULE OF VALUES (BID FORM)**……**……..189-190

APPENDIX "B" - CURRENT WAGE TABLE……191-198

APPENDIX "C" – FDOT REQUIRED FORMS…….199-223

The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this ITB as though fully set forth herein.

VILLAGE OF PALMETTO BAY

SAFE ROUTES TO SCHOOL

FOR

CORAL REEF ELEMENTARY

CONTRACT PLANS

FINANCIAL PROJECT ID 431507-1-58-01

MIAMI-DADE COUNTY (87090)

SW 81st AVENUE FROM
SW 152nd STREET TO SW 155th STREET

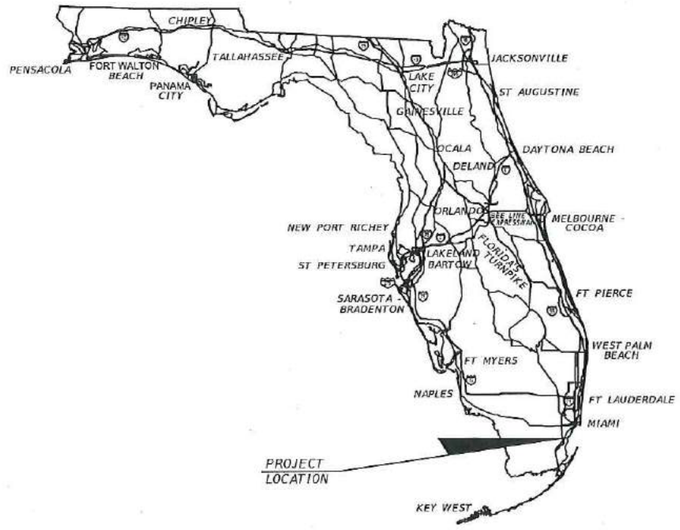
SW 155th STREET FROM
SW 81st AVENUE TO SW 82nd AVENUE

SW 160th STREET FROM
SW 90th AVENUE TO SW 79th AVENUE

SW 152nd STREET AND SW 67th AVENUE - INTERSECTION

SW 152nd STREET AND SW 80th AVENUE - INTERSECTION

SW 148th DRIVE between SW 82nd AVE and SW 80th AVE



END
CONSTRUCTION
STA. 51+05.90



BEGIN
CONSTRUCTION
STA. 30+64.65

FOR PROJECT LOCATION REFER TO SHEET 4
"PROJECT LAYOUT"

N

COMMISSION:

EUGENE FLINN, MAYOR

JOHN DUBOIS, VICE MAYOR

KARYN CUNNINGHAM, SEAT 1

DAVID SINGER, SEAT 2

LARISSA SIEGEL LARA, SEAT 3

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	PROJECT LAYOUT
5 - 25	ROADWAY PLANS
26 - 28	PAVEMENT MARKING PLANS (SW 148th DR & SW 82nd AV)
29	ROADWAY DETAILS
30	TEMPORARY TRAFFIC CONTROL PLAN
31	SELECTIVE CLEARING AND GRUBBING PLAN
32	SIGNALIZATION PLAN
MAP OF TOPOGRAPHIC SURVEY	
1	VILLAGE OF PALMETTO BAY

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY2017-18 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website: http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2017 Standard Specifications for Road and Bridge Construction at the following website: http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks

ROADWAY PLANS ENGINEER OF RECORD:

MARLIN SCATTOLINI, P.E. NO.: 80723
R.J. BEHAR & COMPANY, INC.
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
(954) 680-7771
CONTRACT NO.: C-8001
VENDOR NO.: F65 095 4070
CERTIFICATE OF AUTHORIZATION NO.: 00008365

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/21/2017

100% SUBMITTAL
09/21/2017

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

FISCAL YEAR	SHEET NO.
17	1

SUMMARY OF PAY ITEMS

FDOT PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
110-1-1	CLEARING AND GRUBBING	LS / AC	1 / 0.80
110-2-2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.04
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	52
120-1	REGULAR EXCAVATION	CY	187
160-4	TYPE B STABILIZATION	SY	285
285-706	OPTIONAL BASE, BASE GROUP 06	SY	285
327-70-1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	SY	1180
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	115.4
425-6	VALVE BOXES, ADJUST	EA	5
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	95
520-2-4	CONCRETE CURB, TYPE D	LF	96
522-1	CONCRETE SIDEWALK AND DRIVEWAYS. 4" THICK	SY	944
522-2	CONCRETE SIDEWALK AND DRIVEWAYS. 6" THICK	SY	289
527-2	DETECTABLE WARNINGS	SF	280
570-1-2	PERFORMANCE TURF - SOD	SY	1975
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	60
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	3
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	60
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	2
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	11
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1
700-1-50	SINGLE POST SIGN, RELOCATE	AS	8
700-1-60	SINGLE POST SIGN, REMOVE	AS	12
706-3	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	149
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	2027
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	422
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	43
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.133
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.555

PAY ITEM NOTES

110-1-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING ROCK AT APPROX. STATION 45+40 TO 45+98.

102-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING CONFLICTING MARKINGS AND RESTORATION OF EXISTING PAVEMENT.

425-6 VALVE BOXES AND MANHOLES SHALL BE ADJUSTED WHENEVER THEY ARE ¼" OR MORE ABOVE OR BELOW THE SIDEWALK FINAL GRADE ELEVATION. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING MEASUREMENTS ON ALL MANHOLES/VALVE BOXES WITHIN PAVING LIMITS. COST OF THE MEASURING IS INCLUDED IN THE MANHOLE/VALVE BOX ADJUSTMENT PAY ITEMS. COORDINATE WITH MIAMI-DADE WATER & SEWER DEPARTMENT.

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Marlin 11/2017

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

SUMMARY OF PAY ITEMS

SHEET NO. 2

GENERAL:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NGVD 29.
2. THE CONTRACTOR SHALL SUBMIT MOT PLAN TO MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONSTRUCTION DIVISION PRIOR TO COMMENCING WORK.
3. THE DESIGN SPEED AND POSTED SPEED FOR THIS PROJECT ARE BOTH 30 M.P.H.
4. ALL IMPROVEMENTS ARE TO BE CONSTRUCTED AND/OR INSTALLED WITHIN THE EXISTING STATE AND/OR LOCAL RIGHT OF WAY

UTILITIES:

1. TO REQUEST LIGHTING CONDUIT LOCATIONS, NOTIFY THE ENGINEER AND CALL THE FDOT MAINTENANCE DEPARTMENT TWO (2) FULL BUSINESS DAYS PRIOR TO DIGGING.

   FOR MONROE COUNTY AND THE 18 MILE STRETCH CONTACT PATTY IVEY AT (305) 289-6106.
   FOR LIMITED ACCESS ROADWAYS IN MIAMI-DADE COUNTY CONTACT LEONARD SALAZAR AT (305) 470-5498.
   FOR ALL OTHER ROADWAYS IN MIAMI-DADE COUNTY CONTACT MIKE HUGHES AT (305) 640-7160.

2. UTILITY OWNER:

COMPANY	CONTACT	TELEPHONE
COMCAST CABLE	LEONARD MAXWELL	(954) 447-8405
FLORIDA CITY GAS	OSCAR RODRIGUEZ	(305) 835-3650
DADE COUNTY PUBLIC WORKS & TRAFFIC	OCTAVIO VIDAL	(305) 412-0891 EXT: 201
FLORIDA POWER & LIGHT	MARIO ESCALONA	(305) 219-9143
MIAMI DADE WATER SEWER	SERGIO GARCIA	(786) 268-5320
AT&T DISTRIBUTION	STEVE LOW	(305) 222-8745
FPL FIBERNET LLC	DANNY HASKETT	(305) 552-2931
MIAMI DADE ENTERPISE TECHNOLOGY SERVICE	CARLOS PERTUZ	(305) 275-7813
MIAMI-DADE TRAFFIC ENGINEERING DIVISION	DAVID W HAYS	(305) 375-1019

MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
Marlin 11/20/14

ENVIRONMENTAL NOTES

1. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE VILLAGE OF PALMETTO BAY AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
2. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN CORAL REEF PARK OR THE CHARLES DEERING ESTATE.

MIAMI-DADE TRANSIT:

1. THE CONTACT PERSON FOR THE MIAMI-DADE DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW), OFFICE OF SAFETY & SECURITY, IS EDUARDO ABARCA. HIS PHONE NUMBER IS (305) 375-2925.
2. THE EMERGENCY NUMBER FOR THE DTPW BUS TRAFFIC CONTROL CENTER IS: (305) 375-2925.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
www.callsunshine.com

CORAL REEF ELEMENTARY

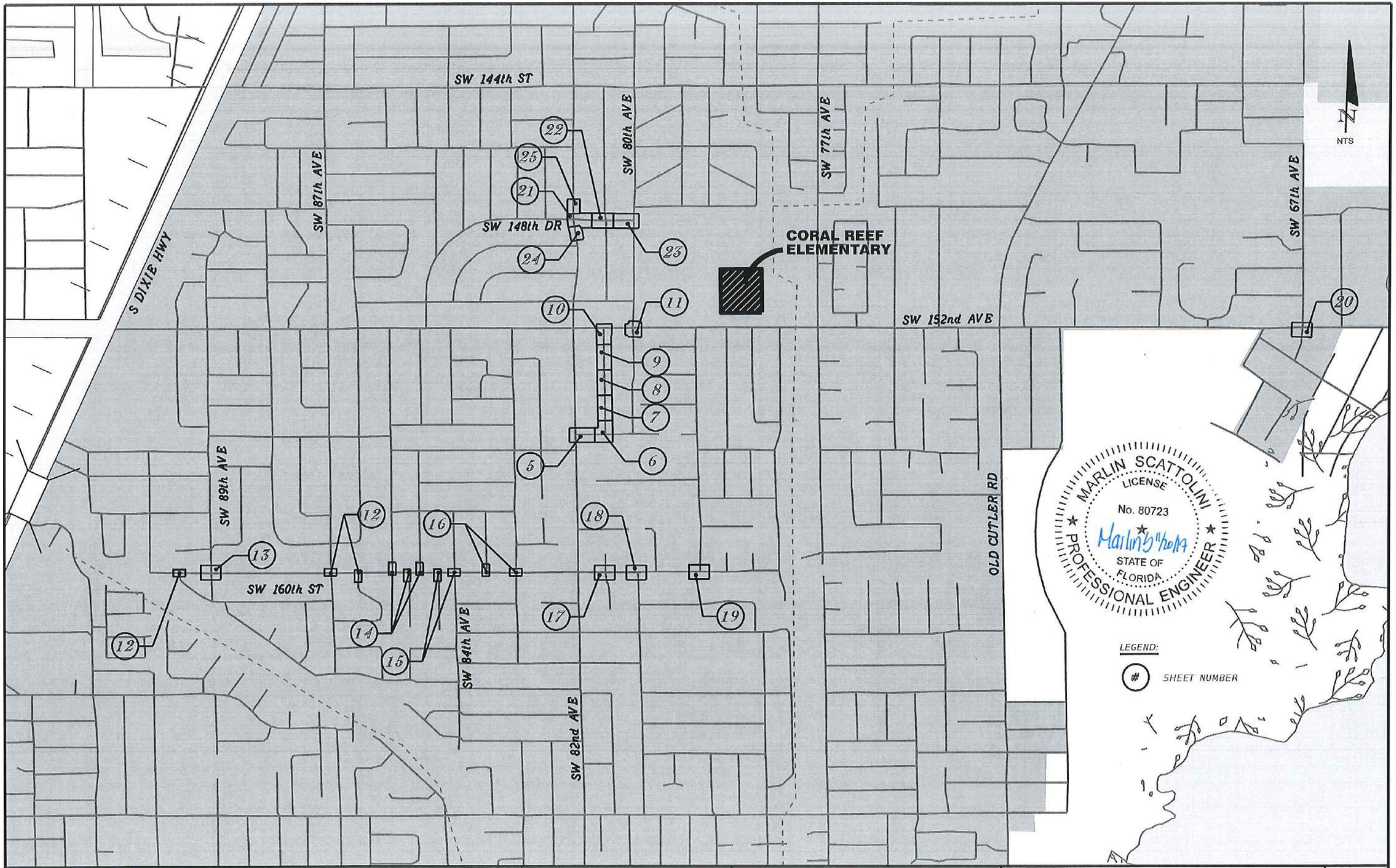
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
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MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

GENERAL NOTES

SHEET NO. 3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

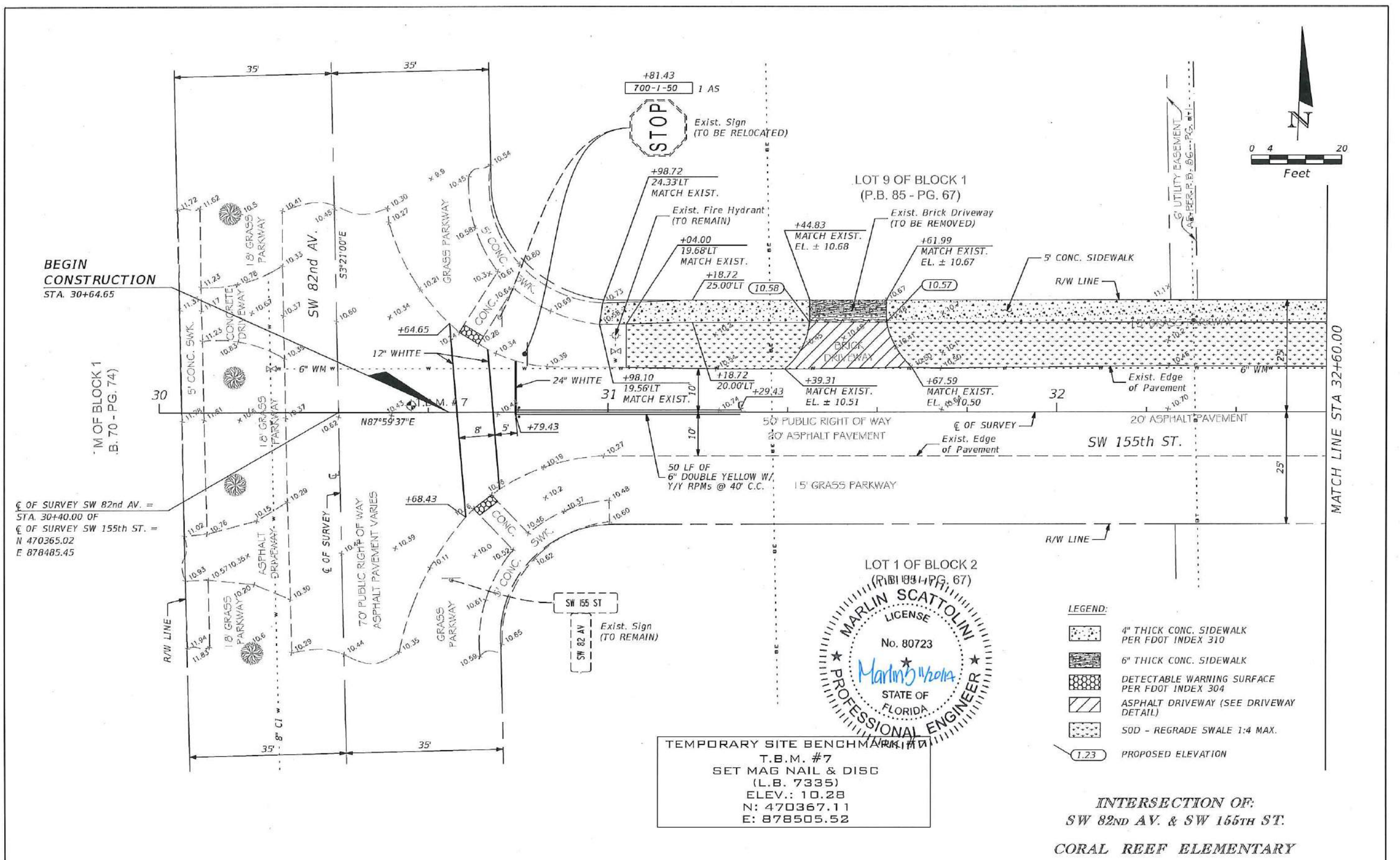
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PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

PROJECT LAYOUT

SHEET NO. 4

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TEMPORARY SITE BENCHMARK
T.B.M. #7
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 10.28
N: 470367.11
E: 878505.52

MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
11/2017

LEGEND:

- 4" THICK CONC. SIDEWALK PER FDOT INDEX 310
- 6" THICK CONC. SIDEWALK
- DETECTABLE WARNING SURFACE PER FDOT INDEX 304
- ASPHALT DRIVEWAY (SEE DRIVEWAY DETAIL)
- SOD - REGRADE SWALE 1:4 MAX.
- 1.23 PROPOSED ELEVATION

INTERSECTION OF:
SW 82ND AV. & SW 155TH ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

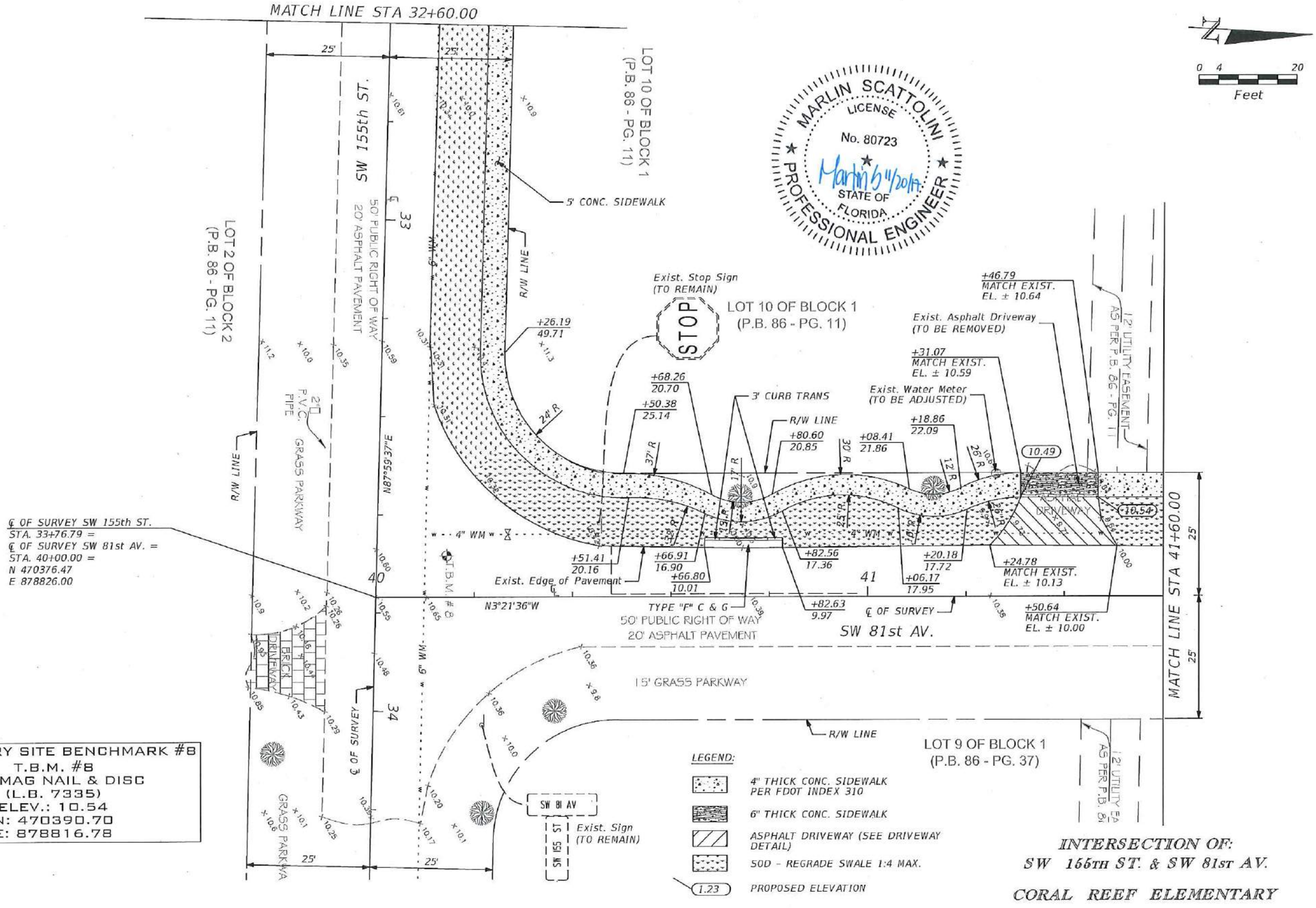
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
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CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 5

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TEMPORARY SITE BENCHMARK #8
T.B.M. #8
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 10.54
N: 470390.70
E: 878816.78

INTERSECTION OF:
SW 166TH ST. & SW 81ST AV.
CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

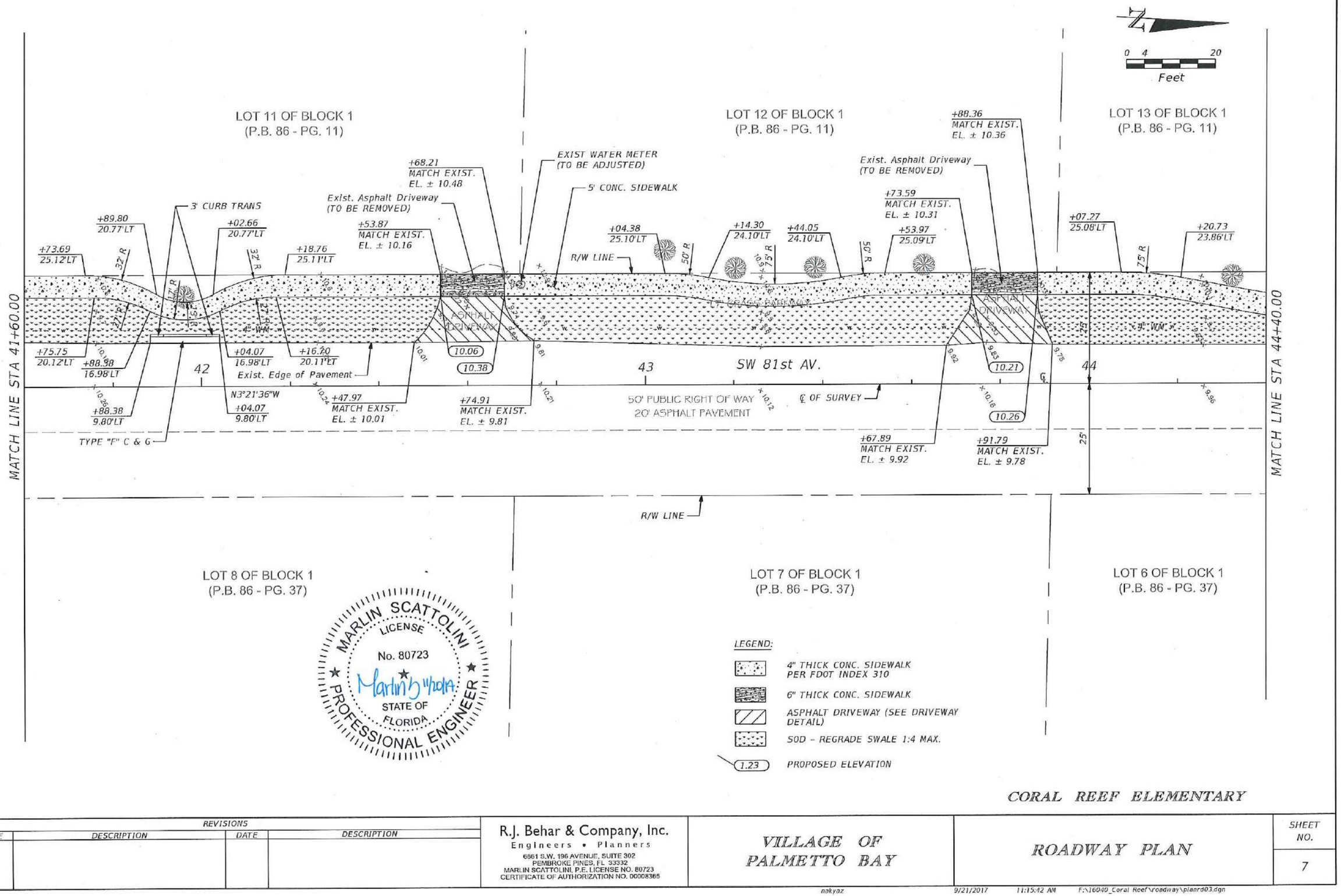
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
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CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 6

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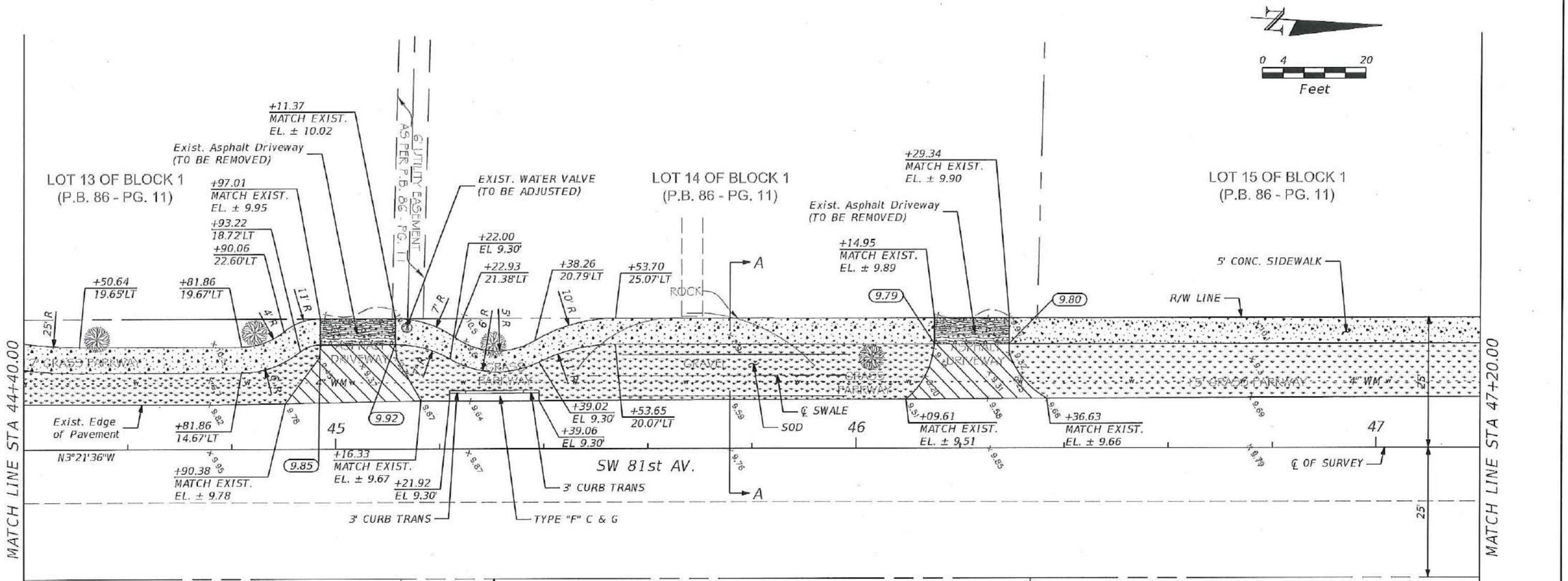
R.J. Behar & Company, Inc.
Engineers • Planners
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PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 7

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

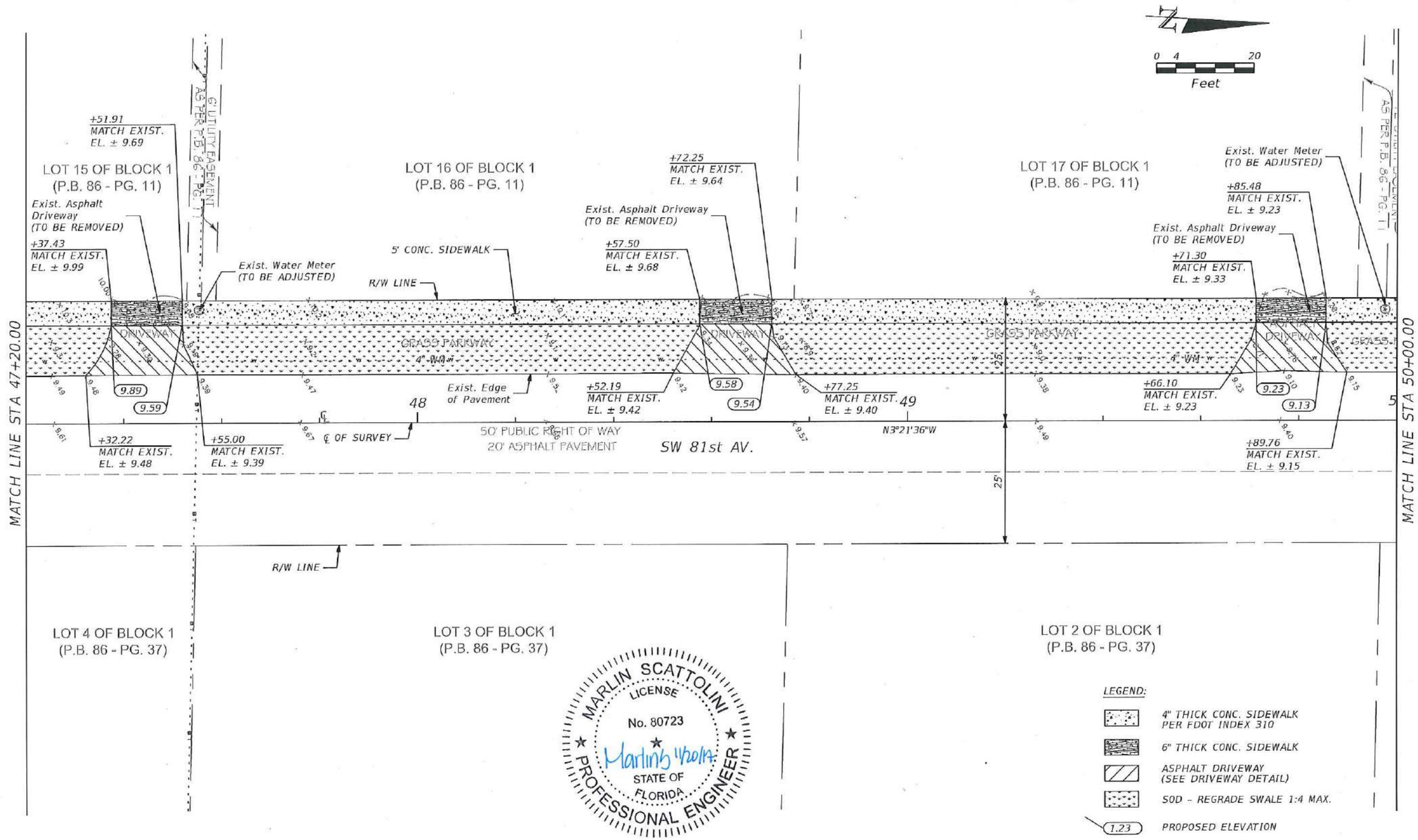
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
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VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 8

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MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
Marlin's 11/20/17

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

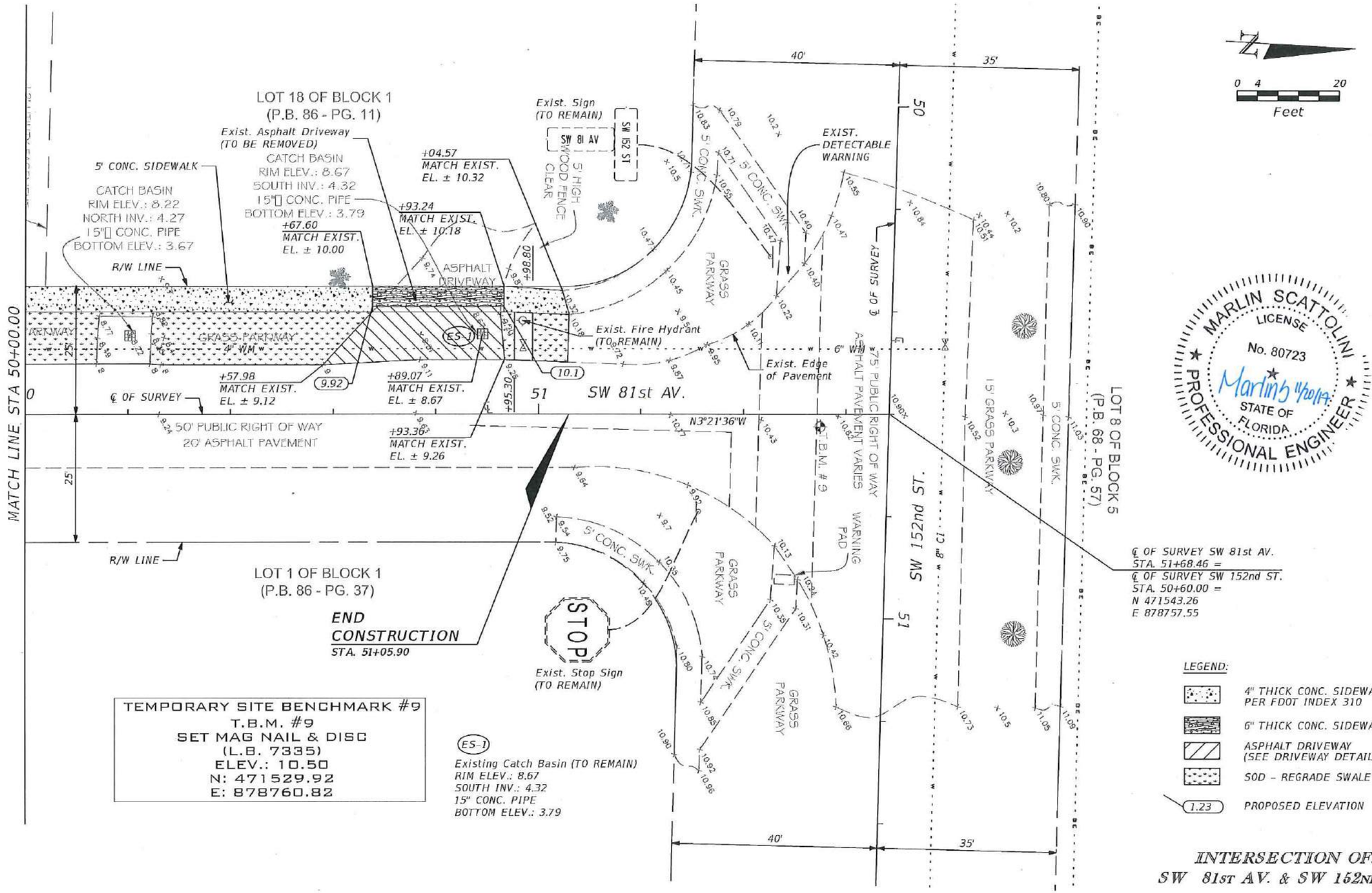
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
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CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 9

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MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/20/17

INTERSECTION OF:
SW 81ST AV. & SW 152ND ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 10

TEMPORARY SITE BENCHMARK #10
T.B.M. #10
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 10.94
N: 471573.65
E: 879089.58

CORAL REEF ELEMENTARY SCHOOL

SW 80th AV.

SW 152nd ST.

Exist. Sign (TO REMAIN) — SHARE THE ROAD

Exist. Stop Sign (TO REMAIN) — STOP

Exist. Sign (TO REMAIN) — NO STOPPING / NO STOPPING OR STANDING

Exist. Sign (TO REMAIN) — SCHOOL SPEED LIMIT 15 — 7:30 - 8:30 AM 2:30 - 3:30 PM

Exist. Signs (TO BE RELOCATED) — NO STOPPING / NO STOPPING OR STANDING — 700-1-50

Exist. Bus Stop Sign (TO REMAIN)

R1-5b (36"X36") — 700-1-11 — 1 AS

S1-1 (30"X30") — AHEAD

W16-9P (24"X12") — 700-1-11

0 4 20 Feet

R/W LINE

5' CONC. SWK.

GRASS PARKWAY

WARNING PAD

50' PUBLIC RIGHT OF WAY

ASPHALT PAVEMENT VARIES

0.5' CURB

6' HIGH C.L.F.

2' CURB & GUTTER

8" DIP WM

T.B.M. # 10

75' PUBLIC RIGHT OF WAY

24" WHITE

700-1-60 — (2) AS

Exist. Signs (TO BE REMOVED) FOR NEW RECTANGULAR FLASHING BEACON SEE SIGNAL PLAN

SPECIAL EMPHASIS MARKINGS PER FDOT INDEX 17346

S88°02'59"W

℄ OF SURVEY

4" WM

8" PVC

8" DP WM

55' PUBLIC RIGHT OF WAY

LOT 18 OF BLOCK 1 (P.B. 86 - PG. 37)

LOT 5 OF BLOCK 1 (P.B. 139 - PG. 55)

700-1-12 — (1) AS — FINES DOUBLE — SCHOOL SPEED LIMIT 15 — 7:45 - 8:45 AM 1:45 - 2:30 PM EXCEPT WED 1:45 - 2:30 PM SCHOOL DAYS

R2-6aP (24"X18") — R2-15 (24"X68") — PER MIAMI-DADE COUNTY - DTPW

Exist. Sign (TO BE REMOVED) — SCHOOL SPEED LIMIT 15 — 700-1-60 — (1) AS

Exist. Stop Sign (TO REMAIN) — STOP

Exist. Sign (TO REMAIN) — SPEED LIMIT 35

R1-5b (36"X36") — 700-1-11 — 1 AS

MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER — Martin 9/14/17

INTERSECTION OF:
SW 80TH AV. & SW 152ND ST.

CORAL REEF ELEMENTARY

REVISIONS			
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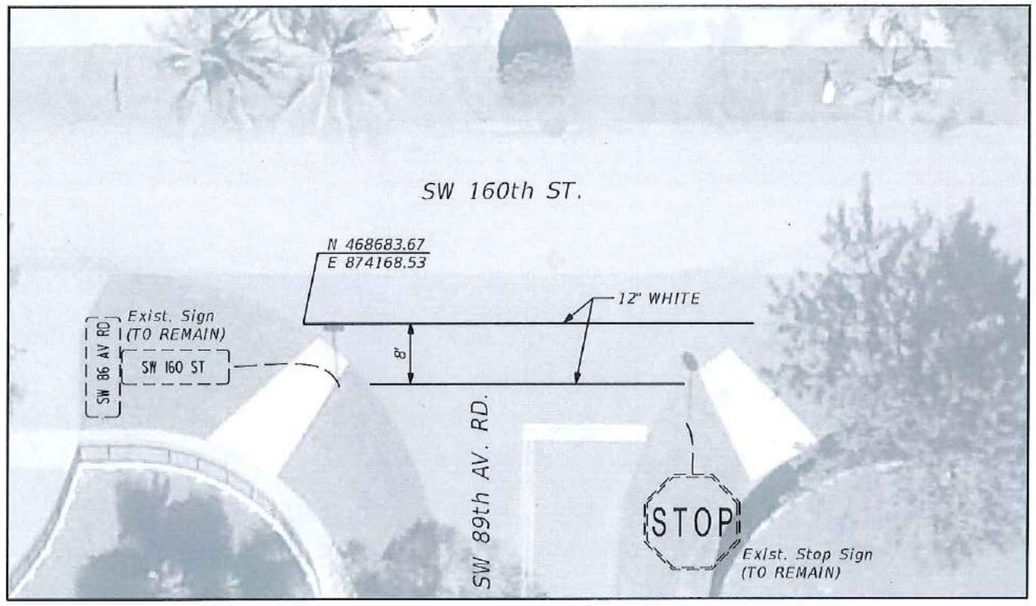
R.J. Behar & Company, Inc.
Engineers • Planners
6881 S.W. 196 AVENUE, SUITE 302
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MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008395

VILLAGE OF PALMETTO BAY

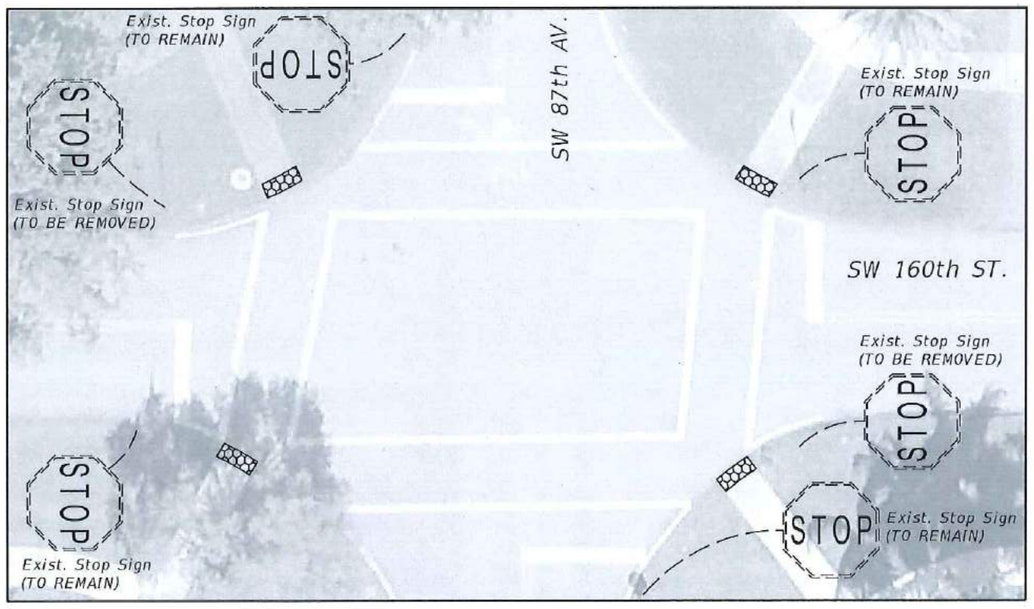
ROADWAY PLAN

SHEET NO. 11

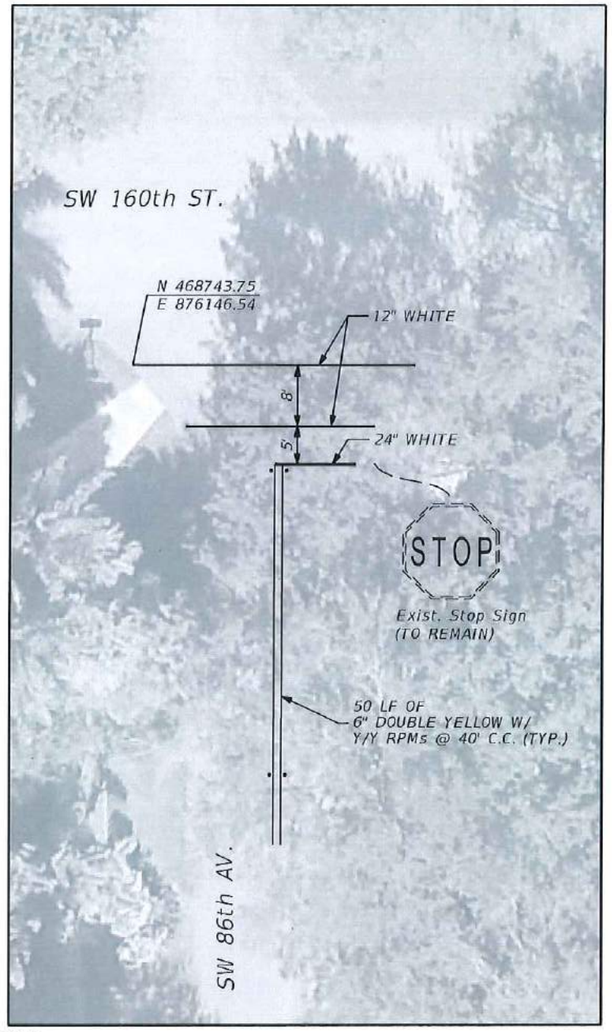
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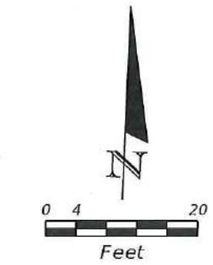
INTERSECTION OF:
SW 160TH ST. & SW 89TH AV. RD.



INTERSECTION OF:
SW 160TH ST. & SW 87TH AV.



INTERSECTION OF:
SW 160TH ST. & SW 86TH AV.



MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

CORAL REEF ELEMENTARY

REVISIONS				R.J. Behar & Company, Inc.	VILLAGE OF PALMETTO BAY	ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	Engineers • Planners 6861 S.W. 196 AVENUE, SUITE 302 PEMBROKE PINES, FL 33332 MARLIN SCATTOLINI, P.E. LICENSE NO. 80723 CERTIFICATE OF AUTHORIZATION NO. 00008365			12

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LOT 6 OF BLOCK 1
P.B. 126 - PG. 79

TRACT A OF BLOCK 12
P.B. 65 - PG. 4

LOT 3 OF BLOCK 1
P.B. 138 - PG. 100

LOT 1 OF BLOCK 21
P.B. 84 - PG. 85

SW 89th AV.

SW 160th ST.

SW 160 ST

SW 89 AV

50' PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT VARIES

70' PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT VARIES

S25°57'12"E

S87°48'56"W

25' 25'

35'

25'

+33.57
MATCH EXIST.

SEE SHEET No. 27
FOR DETAIL

+25.10
MATCH EXIST.

+38.11

+75.11

+25.11

5'

8'

T.B.M. #6

12" WHITE

16

17

6" PVC

℄ OF SURVEY

CONCRETE
DRIVEWAY

+38.11

+24.13
MATCH EXIST.

+33.23
MATCH EXIST.

+03.35

+53.35

24" WHITE (TYP.)

6" PVC FM

50 LF OF
6" DOUBLE YELLOW W/
Y/Y RPMs @ 40' C.C. (TYP.)

℄ OF SURVEY SW89th AV. =
STA. 16+63.03 OF
℄ OF SURVEY SW 155th ST. =
N 468703.54
E 874533.94

R/W LINE

Exist. Stop Sign
(TO BE REMOVED)
700-1-60
1 AS

Exist. Stop Sign
(TO REMAIN)

Exist. Sign
(TO REMAIN)

Exist. Stop Sign
(TO REMAIN)

CATCH BASIN
RIM ELEV.: 7.83
EAST INV.: 3.93
12"Ø CLAY PIPE
BOTTOM ELEV.: 2.93

GRASS

5' CONC. SWK.

8" WM

CONC. DRIVEWAY

WARNING PAD

CONC. SWK.

5' CONC. SWK.

N

0 4 20
Feet

TEMPORARY SITE BENCHMARK #6
T.B.M. #6
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 8.77
N: 468713.17
E: 874518.77

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Marlin 5/17/2017

LEGEND:

6" THICK CONC. SIDEWALK

DETECTABLE WARNING SURFACE
PER FDOT INDEX 304

INTERSECTION OF:
SW 89TH AV. & SW 160TH ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

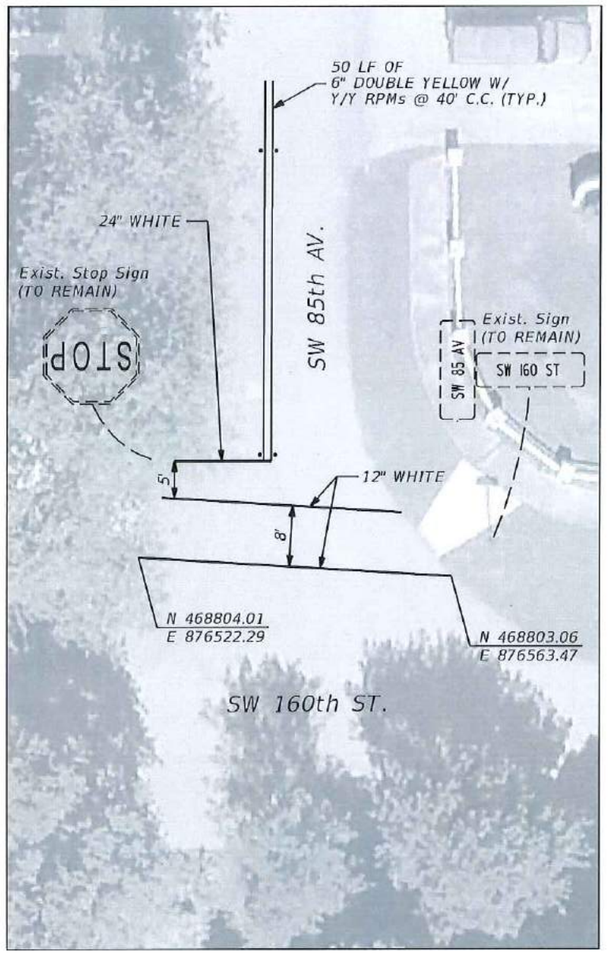
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Engineers • Planners
8861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

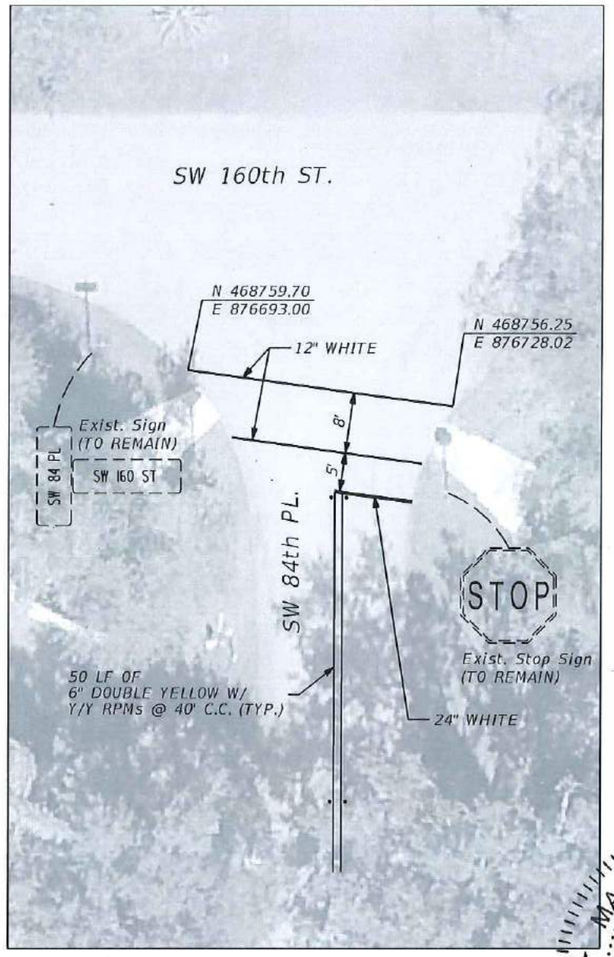
ROADWAY PLAN

SHEET NO. 13

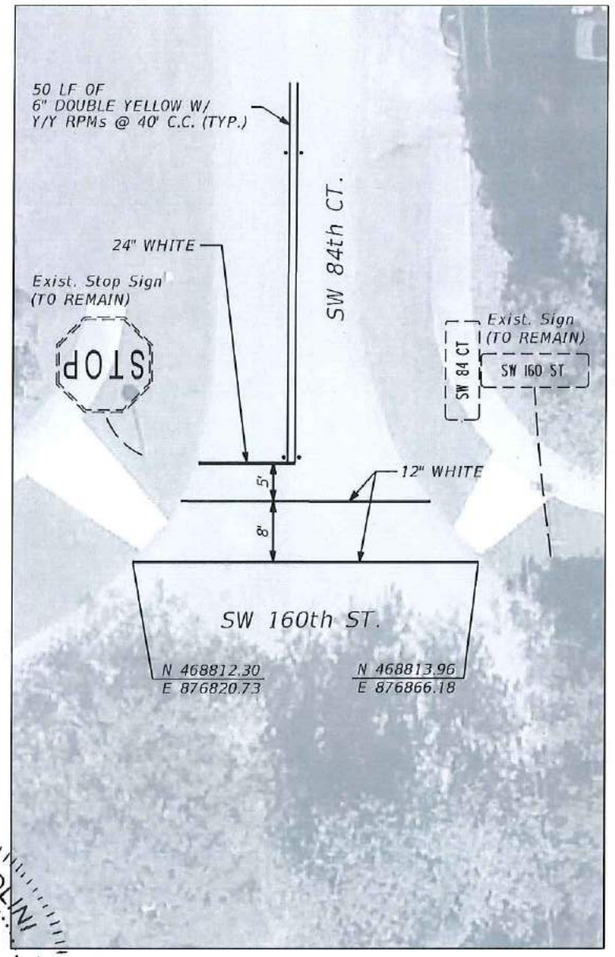
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INTERSECTION OF:
SW 160TH ST. & SW 85TH AV.



INTERSECTION OF:
SW 160TH ST. & SW 84TH PL.



INTERSECTION OF:
SW 160TH ST. & SW 84TH CT.

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
Marlin S 11/20/17

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

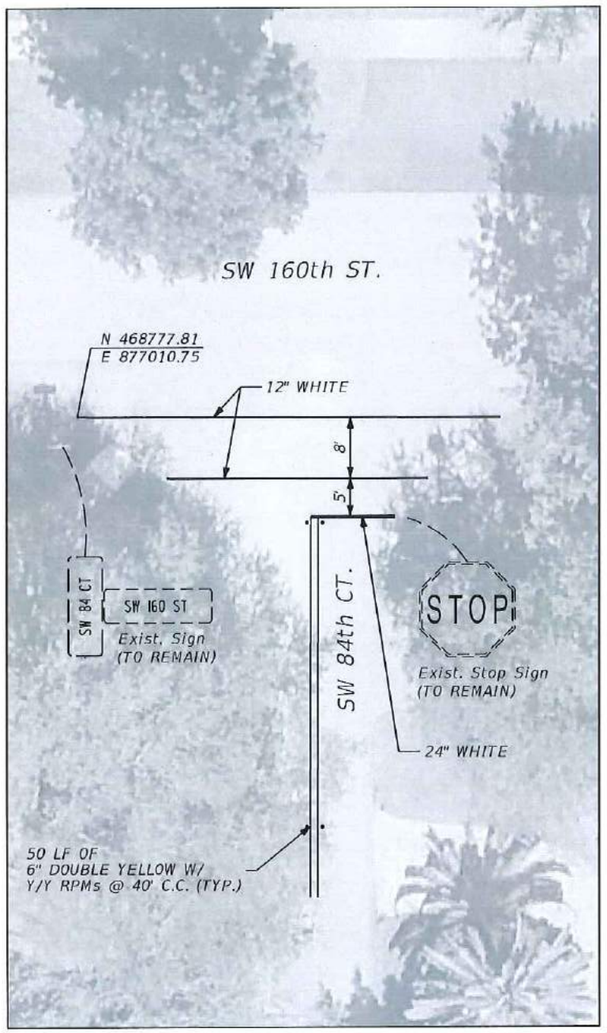
R.J. Behar & Company, Inc.
Engineers • Planners
6881 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF
PALMETTO BAY

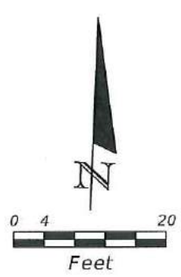
ROADWAY PLAN

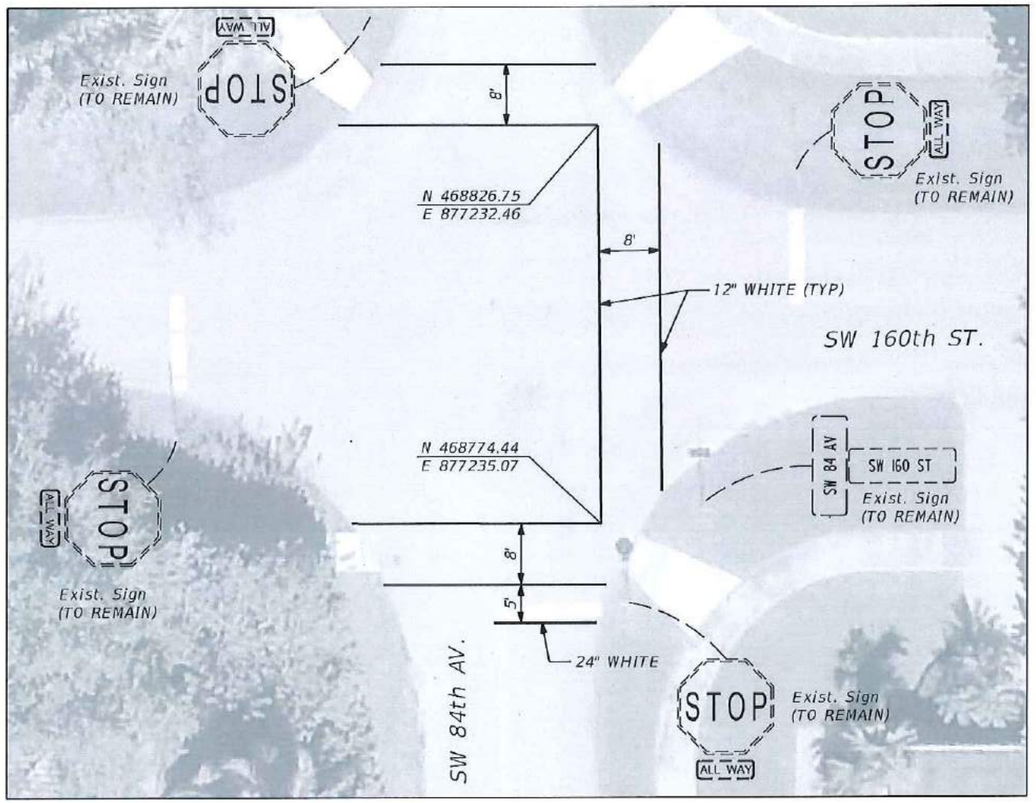
SHEET NO.
14

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INTERSECTION OF:
SW 160TH ST. & SW 84TH CT.





INTERSECTION OF:
SW 160TH ST. & SW 84TH AV.

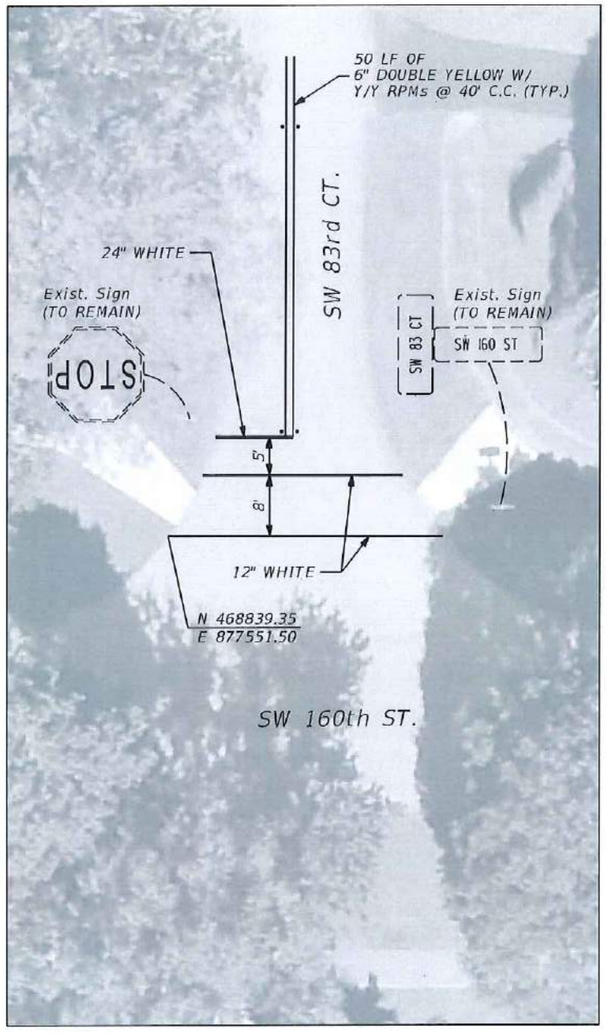
MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin 5/4/2017
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

SW 160th ST.

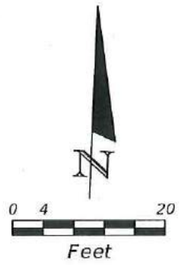
CORAL REEF ELEMENTARY

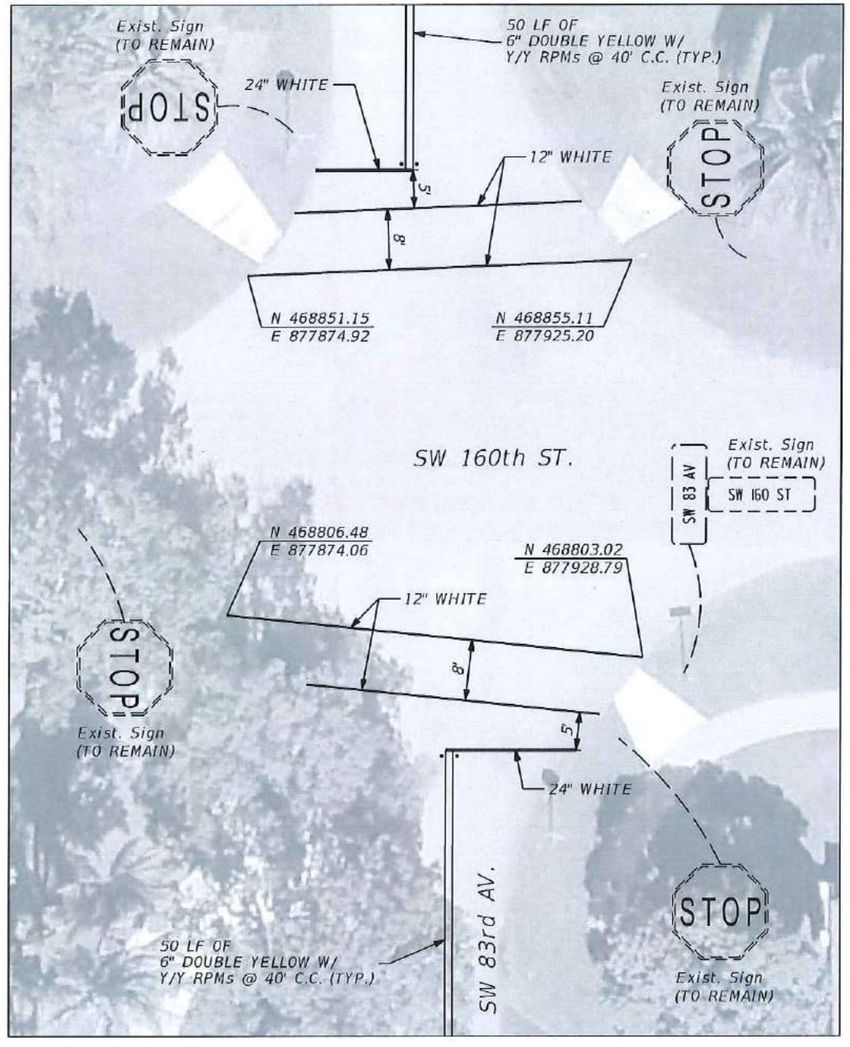
REVISIONS				R.J. Behar & Company, Inc.	VILLAGE OF PALMETTO BAY	ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	Engineers • Planners 6861 S.W. 196 AVENUE, SUITE 302 PEMBROKE PINES, FL 33332 MARLIN SCATTOLINI, P.E. LICENSE NO. 80723 CERTIFICATE OF AUTHORIZATION NO. 00008365			15

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INTERSECTION OF:
SW 160TH ST. & SW 83RD CT.





INTERSECTION OF:
SW 160TH ST. & SW 83RD AV.

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
Marlin S 9/20/17

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
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VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 16

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TEMPORARY SITE BENCHMARK #4
T.B.M. #4
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 9.03
N: 468880.98
E: 878881.98

Exist. Stop Bar (TO BE REMOVED)
Exist. Stop Sign (TO BE REMOVED)
700-1-60 1 AS
R1-1 (30"X30") 700-1-11 1 AS +81.00
STOP
LOT 12 OF BLOCK 1
P.B. 106 - PG. 91
GRASS PARKWAY
SW 81st AV.
50' PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT VARIES
S0°47'35"E
35'
25'
+70.85 MATCH EXIST.
+50.74 MATCH EXIST.
2' UTILITY EASEMENT AS PER P.B. 106 - PG. 91
R/W LINE
5' CONC. SWK.
ASPHALT DRIVEWAY
PLANTER
+77.41
+74.27
+01.44
12" WHITE
+23.54
+26.96
T.B.M. # 4
12" CI W
6" CI
SW 160th ST.
20
21
22
S87°54'47"W
℄ OF SURVEY
70' PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT VARIES
+78.47
+26.18
12" WHITE WARNING PAD
8"
+02.97
5'
10'
10'
180' R
50 LF OF 6" DOUBLE YELLOW W/ Y/Y RPMs @ 40' C.C. (TYP.)
24" WHITE (TYP.)
℄ OF SURVEY SW 81st AV. = STA. 21+00.00 OF
℄ OF SURVEY SW 160th ST. =
N 468863.21
E 878880.81
LOT 14 OF BLOCK 2
P.B. 106 - PG. 91
SW 160 ST
SW 81 AV
Exist. Sign (TO REMAIN)
+31.12 MATCH EXIST.
SEE SHEET No. 27 FOR DETAIL
LOT 15 OF BLOCK 1
P.B. 106 - PG. 91
+51.02 MATCH EXIST.
Exist. Stop Bar and double yellow (TO BE REMOVED)
+20.00
700-1-11 1 AS
R1-1 (30"X30")
STOP
Exist. Stop Sign (TO BE REMOVED)
700-1-60 1 AS
LOT 21 OF BLOCK 2
P.B. 106 - PG. 91
N
0 4 20
Feet

LEGEND:
6" THICK CONC. SIDEWALK
DETECTABLE WARNING SURFACE PER FDOT INDEX 304

MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER
Marlin 11/20/17

INTERSECTION OF:
SW 81ST AV. & SW 160TH ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

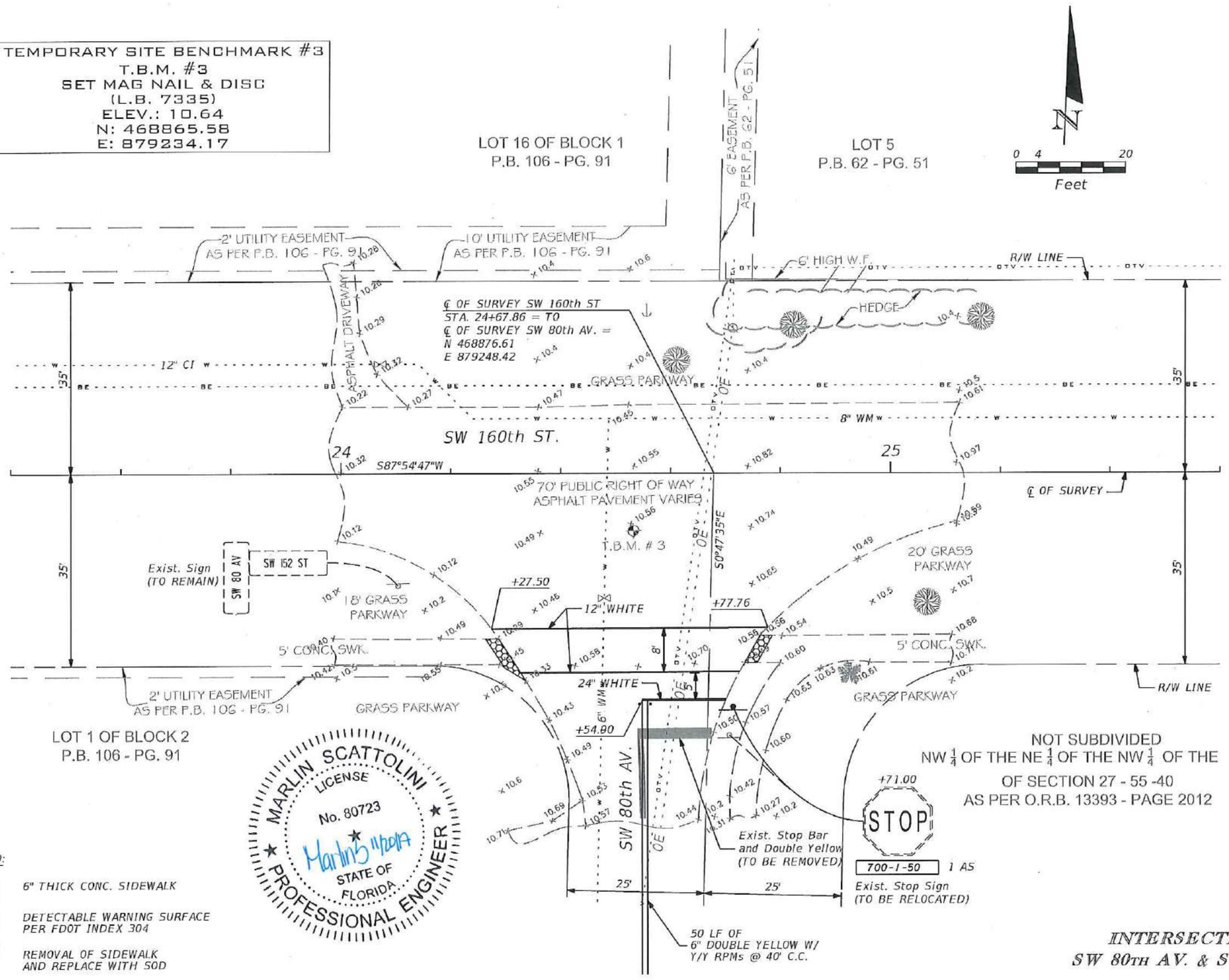
VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 17

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TEMPORARY SITE BENCHMARK #3
T.B.M. #3
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 10.64
N: 468865.58
E: 879234.17



MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin S 11/20/17
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

- 6" THICK CONC. SIDEWALK
- DETECTABLE WARNING SURFACE PER FDOT INDEX 304
- REMOVAL OF SIDEWALK AND REPLACE WITH SOD

INTERSECTION OF:
SW 80TH AV. & SW 160TH ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
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PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008305

VILLAGE OF PALMETTO BAY

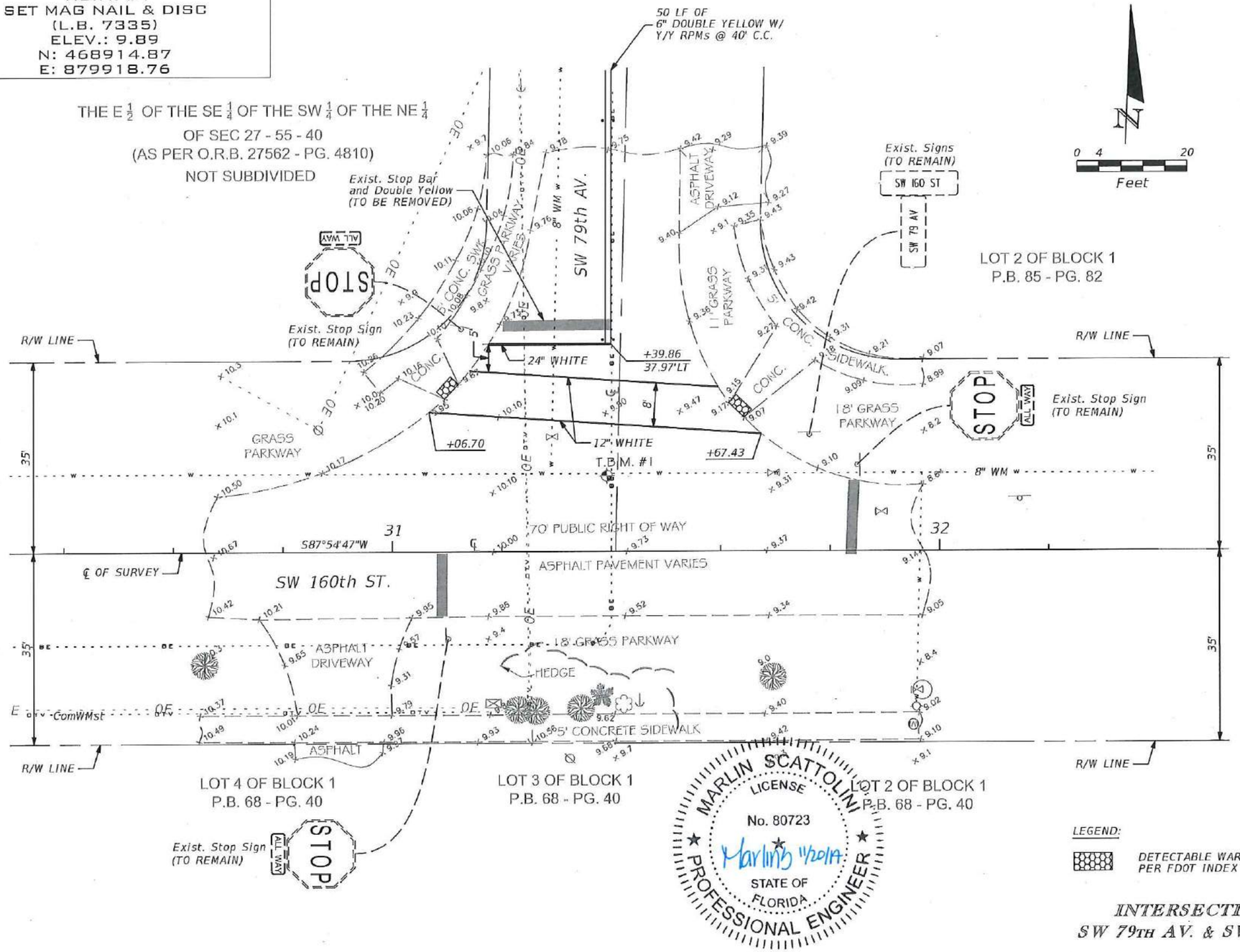
ROADWAY PLAN

SHEET NO. 18

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TEMPORARY SITE BENCHMARK #1
T.B.M. #1
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 9.89
N: 468914.87
E: 879918.76

THE E ½ OF THE SE ¼ OF THE SW ¼ OF THE NE ¼
OF SEC 27 - 55 - 40
(AS PER O.R.B. 27562 - PG. 4810)
NOT SUBDIVIDED



MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin S 11/2017
STATE OF FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

DETECTABLE WARNING SURFACE PER FDOT INDEX 304

INTERSECTION OF:
SW 79TH AV. & SW 160TH ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
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PEMBROKE PINES, FL 33332
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CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 19

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TEMPORARY SITE BENCHMARK #11
T.B.M. #11
SET MAG NAIL & DISC
(L.B. 7335)
ELEV.: 17.15
N: 471805.17
E: 886468.52

S ½ OF SE ¼ OF SE ¼ OF SE ¼
SECTION 23-55-40
NOT SUBDIVIDED

N ½ OF SW ¼
SECTION 24-55-40
NOT SUBDIVIDED

N
0 4 20
Feet

Exist. Signs (TO REMAIN)
SW 152 ST
SW 67 AV
STOP
ALL WAY

Exist. Signs (TO REMAIN)
STOP
ALL WAY

Exist. Stop Sign (TO BE REMOVED)
700-1-60
1 AS
STOP
ALL WAY

SW 67th AV.
SW 152nd ST.
GRASS PARKWAY
6' HIGH C.B.S. WALL
5' CONC. SWK.
COMCAST
+65.63
FLOW LINE
11'
PAVEMENT MARKING
12" WHITE
20" DIP WM
20" DIP WM
ASPHALT PAVEMENT VARIES
8" DIP FM
8" FM
16" WM
HEDGE
Exist. Signs (TO REMAIN)
NO OUTLET
STOP
℄ OF SURVEY
60
61
T.B.M. # 11
+67.35
FLOW LINE
PAD
5' CONC. SIDEWALK
CONC.
4' HIGH C.L.F.
6' HIGH W.F.
BRICK DRIVEWAY
250'
Exist. Stop Sign (TO REMAIN)
STOP
ALL WAY
Exist. Signs (TO REMAIN)

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/20/17

INTERSECTION OF:
SW 67TH AV. & SW 152ND ST.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 20

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TEMPORARY SITE BENCHMARK #1	TEMPORARY SITE BENCHMARK #2
T.B.M. #1 SET MAG NAIL & DISC (L.B. 7335) ELEV.:12.09 N:472,722.65 E:878,362.43	T.B.M. #2 SET MAG NAIL & DISC (L.B. 7335) ELEV.:11.61 N:472,725.61 E:878,595.90

SEE SHEET No. 25
MATCH LINE STA 12+85.00

MANGOWOOD
PART TWO
(P.B. 68 - PG. 57)
BLOCK 9
LOT 2

SW 82nd AVE

SW 148th DR.

N 87° 53' 27" E

MATCH LINE STA 24+10.00

MATCH LINE STA 11+60.00
SEE SHEET No. 24

0 4 20
Feet

12+80.08 MATCH EXIST. SIDEWALK
12+74.36 17.68'LT
12+67.27 18.47'LT
12+73.90 29.63'LT
12+69.40 26.00'LT
12+62.37 19.96'LT
12+59.04 29.78'LT
12+54.68 39.91'LT
12+56.17 MATCH EXIST. SIDEWALK
R/W LINE
12+65.01 19.05'LT
12+49.19 29.40'LT
12+51.65 35.04'LT
12+45.94 33.94'LT
12+31.78 55.31'LT LIMITS OF MILLING & RESURFACING MATCH EXIST.
R/W LINE
12+13.18 57.05'LT
12+07.28 MATCH EXIST. SIDEWALK
12+14.10 33.63'LT
12+01.98 34.10'LT
12+10.02 28.77'LT
12+01.44 35.91'LT
11+85.47 34.84'LT
11+79.79 16.00'LT
11+49.99 29.54'LT
SAWCUT LIMITS (TYP.)
TYPE D CURB (TYP)
CR 12+57.66 0.83'LT
CR 12+71.63 0.69'LT
CR 12+53.72 0.90'LT
12+26.17 30.94'RT
12+21.91 36.04'RT
12+31.66 37.89'RT
12+13.74 56.09'RT
12+80.29 30.50'RT
Existing Tree, TO BE REMOVED
12+67.00 16.28'RT
12+69.45 30.43'RT
12+61.92 16.24'RT
12+61.47 16.23'RT
12+59.10 MATCH EXIST. SIDEWALK
4 LF OF 15" PIPE
22+52.08 26.76'LT
12+34.00 MATCH EXIST. SIDEWALK
22+84.56 23.70'LT
22+70.81 24.21'LT
22+95.79 23.70'LT
5' WIDE CONC. SIDEWALK
23+31.85 25.00'LT
23+51.86 25.00'LT
R/W LINE
Exist. Sign (TO REMAIN)
6.0' 6.0'
Exist. Edge of Pavement
23+87.70 MATCH EXIST.
23+93.05 MATCH EXIST.
23+54.52 MATCH EXIST.
22+72.96 MATCH EXIST.
22+94.92 MATCH EXIST.
℄ OF SURVEY = ℄ OF CONST.
℄ OF CONST. = ℄ OF SURVEY
STA. 22+14.75
N 472724.86
E 878383.95
11+74.28 40.17'RT
11+90.14 35.88'RT
11+87.74 31.46'RT
11+73.73 41.75'RT
+75.55 25.59'RT
11+50.34 MATCH EXIST SIDEWALK
22+71.79 LIMITS OF MILLING & RESURFACING MATCH EXIST.
Exist. Edge of Pavement
R/W LINE
6.0'
35' R
45' R
500' R
2' R
15'
35.0'
6.35.0'
12' ℄ OF SURVEY = ℄ OF CONST.

(S-1)
STA. 12+40.04 (16.38' RT)
REPLACE EXISTING
STRUCTURE TOP WITH
MH TOP FDOT INDEX NO. 200, 201
CORE DRILL EXIST. STRUCTURE
TO CONNECT PROPOSED PIPE
15" PIPE FL. EL. 6.91 (NE)

(S-2)
STA. 12+42.71 (22.33' RT)
CONST. DITCH BOTTOM INLET
TYPE "C" FDOT INDEX NO. 200, 232
RIM EL. = 11.51'
FL. EL. = 6.97 (SW)
BOTTOM EL. = 4.97

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Marlin S 11/20/17

LEGEND:
- 4" THICK CONC. SIDEWALK PER FDOT INDEX 310
- 6" THICK CONC. SIDEWALK
- ASPHALT DRIVEWAY (SEE DRIVEWAY DETAIL)
- SOD - REGRADE SWALE 1:4 MAX.
- WIDENING

(#01) CATCH BASIN
RIM ELEV.: 11.62
SOUTHEAST INV.: 6.44
18" ▯ H.P.E.D. PIPE
BOTTOM ELEV.: 3.42

(#02) CATCH BASIN
RIM ELEV.: 11.43
NORTHWEST INV.: 6.33
18" ▯ H.P.E.D. PIPE
SOUTHWEST INV.: 6.43
18" ▯ H.P.E.D. PIPE
BOTTOM ELEV.: 5.03

(#03) STORM MANHOLE
RIM ELEV.: 12.07
NORTHEAST INV.: 6.27
18" ▯ H.P.E.D. PIPE
SOUTHWEST INV.: 6.43
18" ▯ IRON PIPE
BOTTOM ELEV.: 3.57

(#04) CATCH BASIN
RIM ELEV.: 11.34
NORTHEAST INV.: 4.89
18" ▯ H.P.E.D. PIPE
BOTTOM ELEV.: 3.34

INTERSECTION OF:
SW 82ND AV. & SW 148TH DR.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

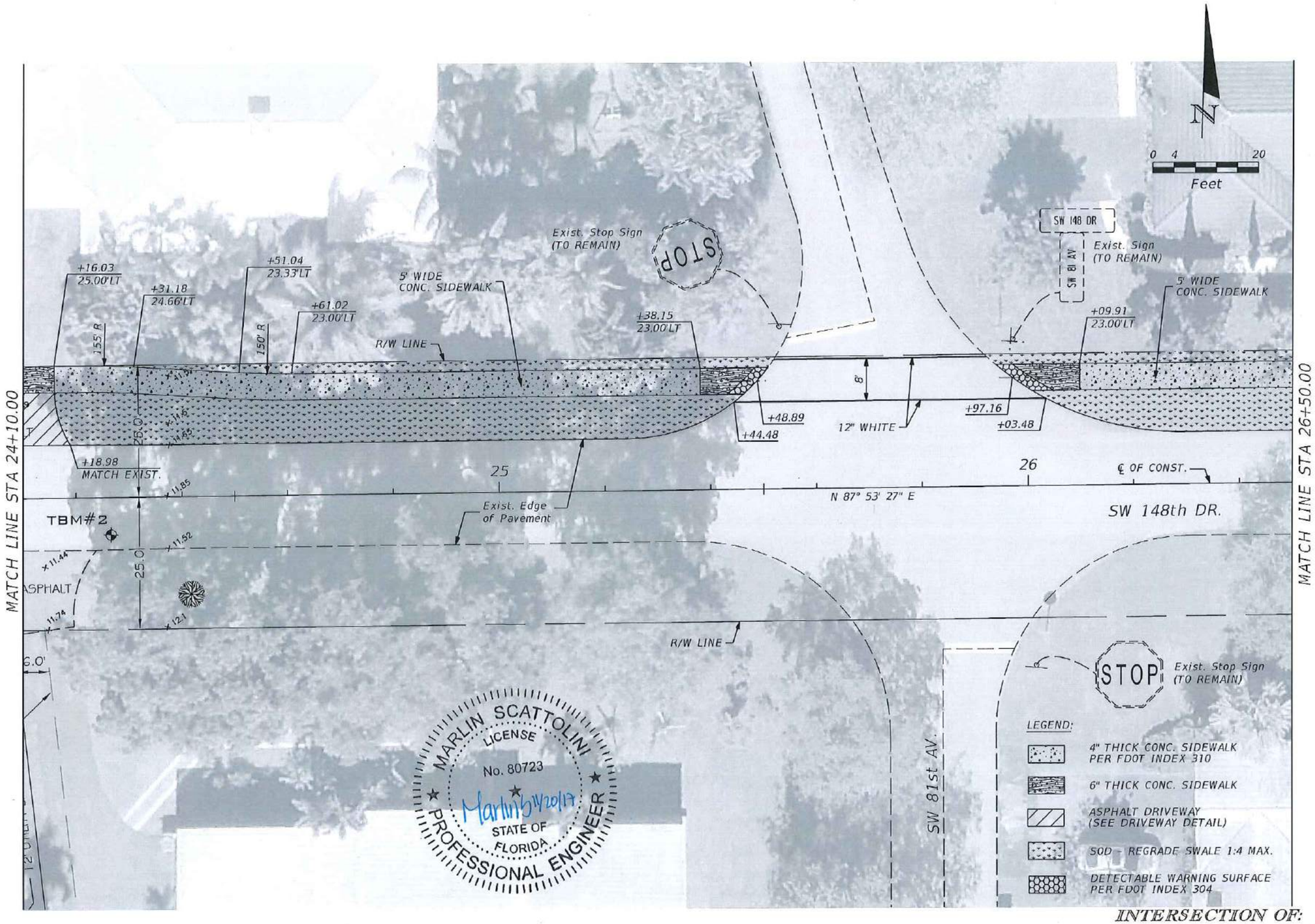
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL. 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 21

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MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin 5/4/2017
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

INTERSECTION OF:
SW 81ST AV. & SW 148TH DR.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

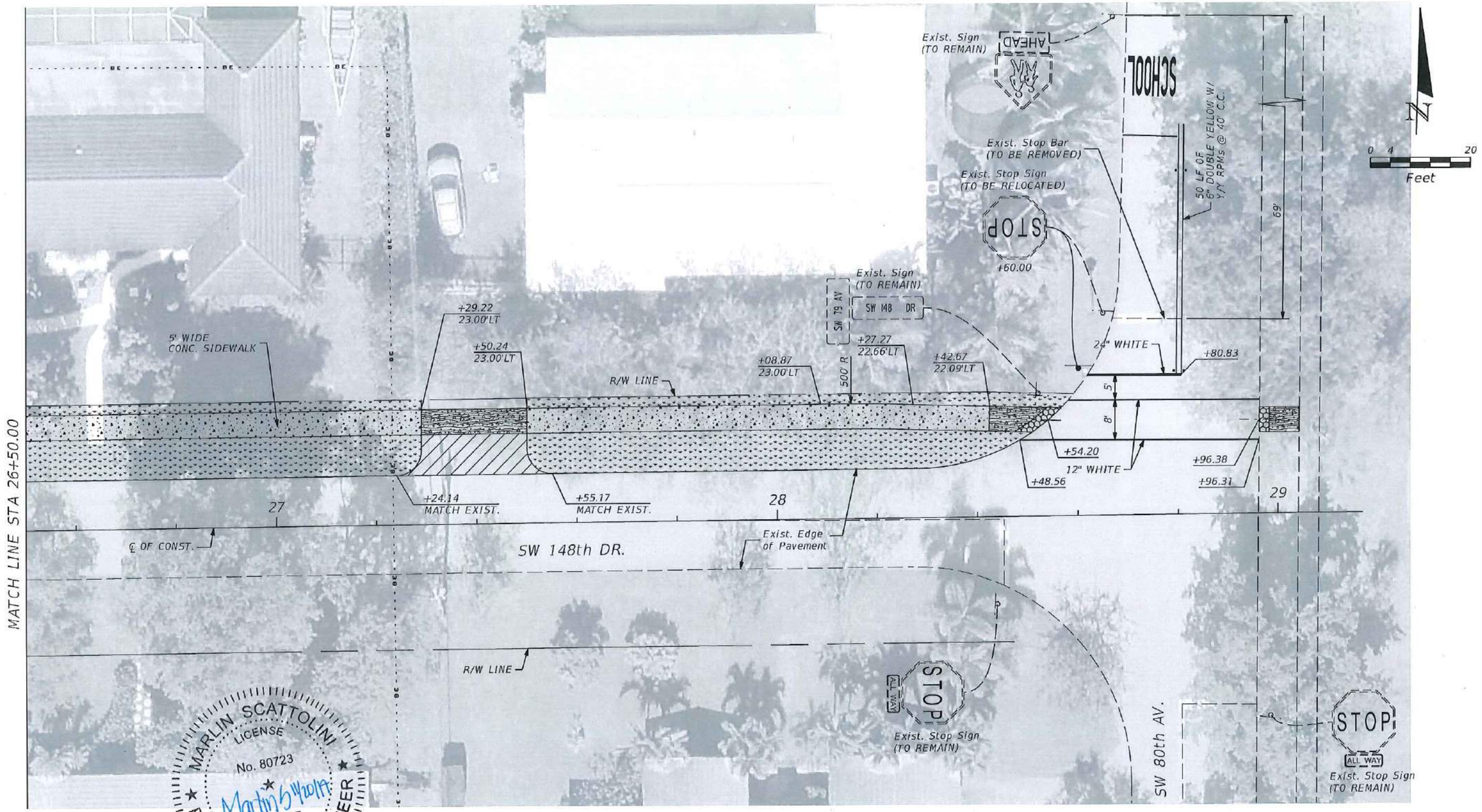
R.J. Behar & Company, Inc.
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PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 22

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MARLIN SCATTOLINI LICENSE No. 80723 STATE OF FLORIDA PROFESSIONAL ENGINEER

Martin Scattolini

LEGEND:

- 4" THICK CONC. SIDEWALK PER FDOT INDEX 310
- 6" THICK CONC. SIDEWALK
- ASPHALT DRIVEWAY (SEE DRIVEWAY DETAIL)
- SOD - REGRADE SWALE 1:4 MAX.
- DETECTABLE WARNING SURFACE PER FDOT INDEX 304

INTERSECTION OF:
SW 80TH AV. & SW 148TH DR.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

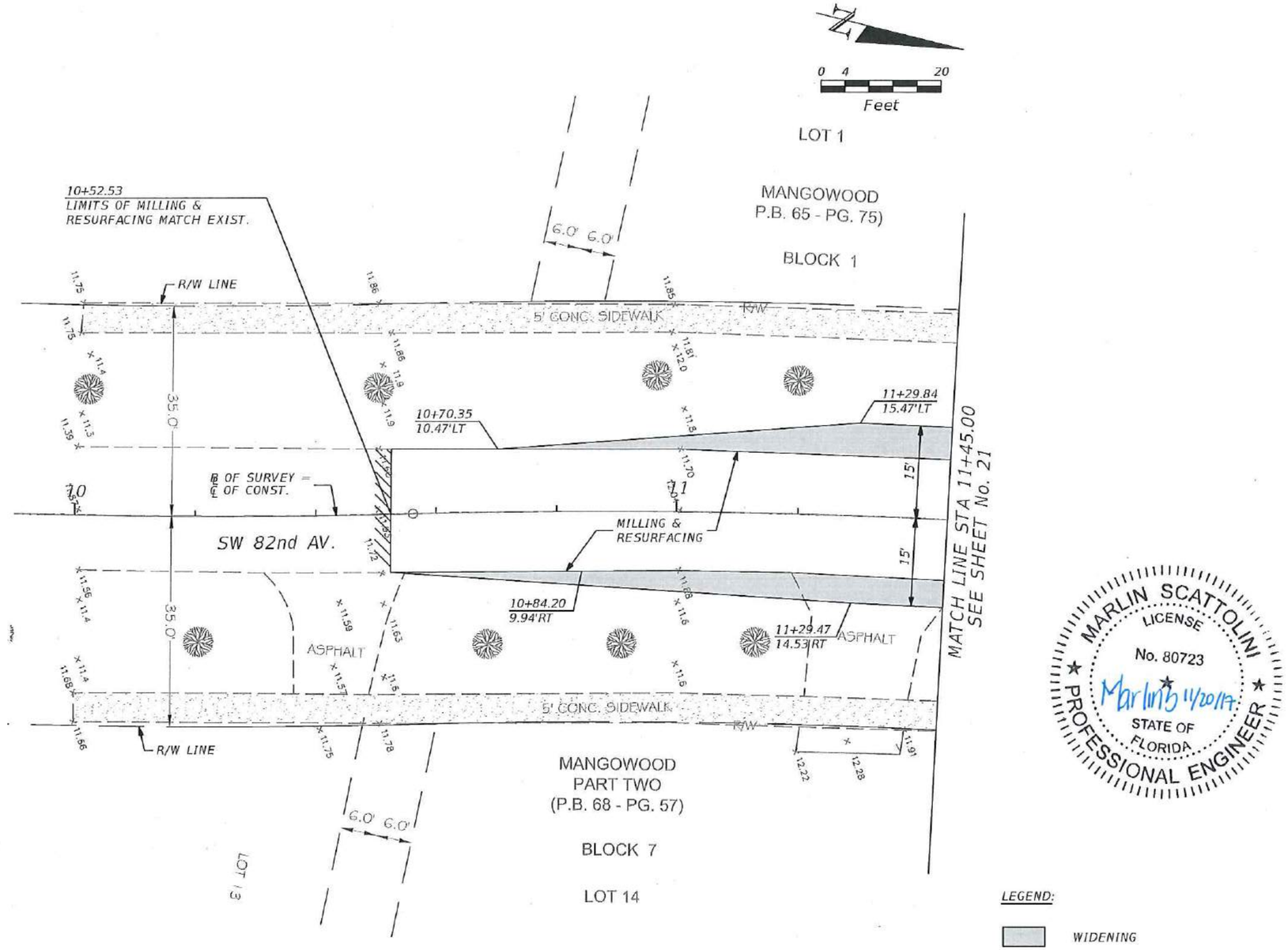
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 23

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MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin 11/20/17
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

LEGEND:

WIDENING

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

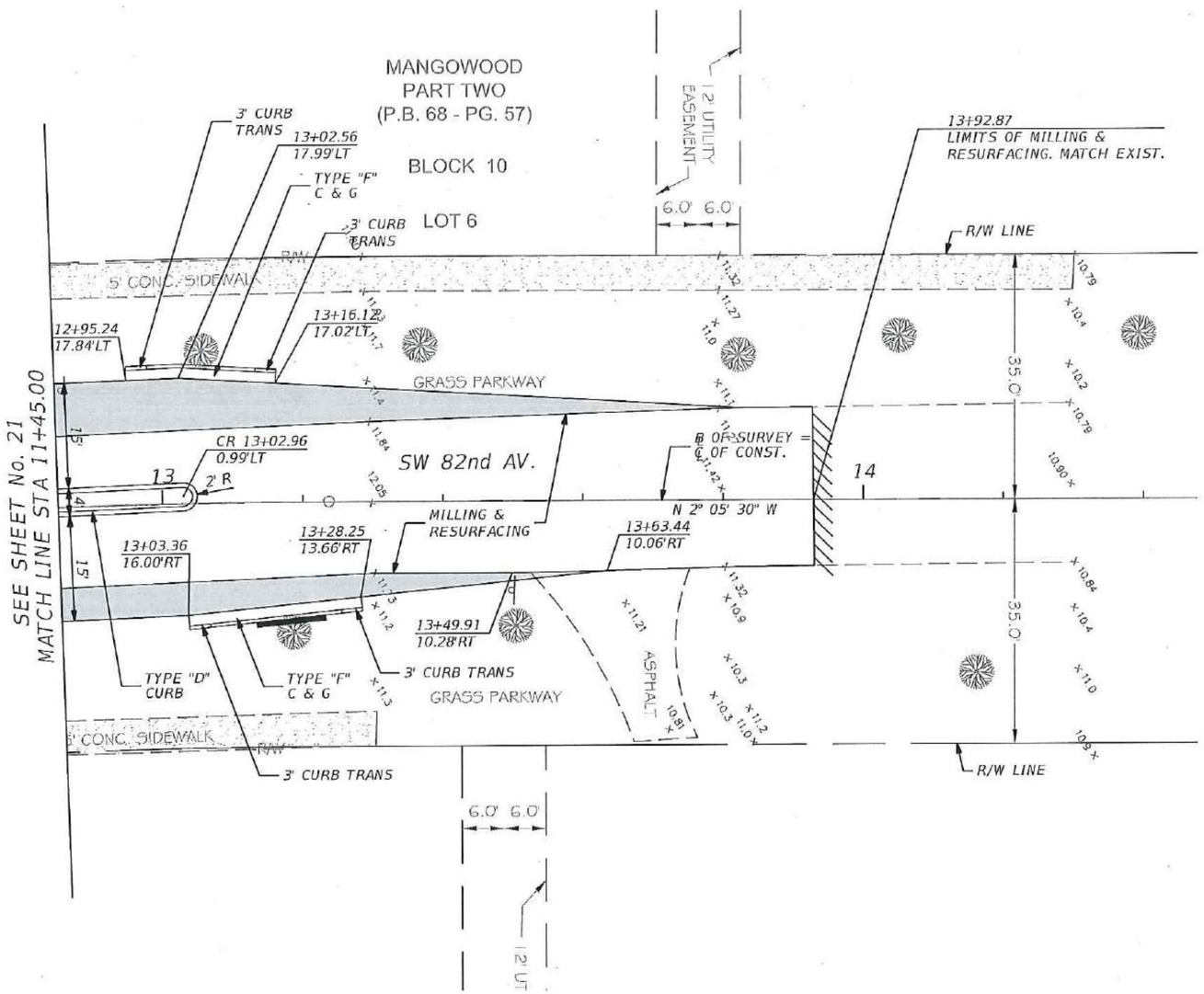
R.J. Behar & Company, Inc.
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MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
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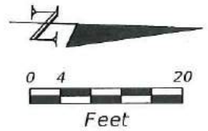
VILLAGE OF PALMETTO BAY

ROADWAY PLAN

SHEET NO. 24

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LEGEND:

WIDENING

ROOT PRUNING

CORAL REEF ELEMENTARY

REVISIONS				R.J. Behar & Company, Inc.	VILLAGE OF PALMETTO BAY	ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	Engineers • Planners 6861 S.W. 196 AVENUE, SUITE 302 PEMBROKE PINES, FL 33332 MARLIN SCATTOLINI, P.E. LICENSE NO. 80723 CERTIFICATE OF AUTHORIZATION NO. 00008365			25

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N

0 4 20
Feet

+40.00
Exist. Sign
(TO BE RELOCATED)
700-1-50

SPEED LIMIT 30

R/W LINE

9+75.00
LIMITS OF PAVEMENT MARKING. MATCH EXIST.

6" WHITE

+52.84

℄ OF SURVEY = ℄ OF CONST.

6" DBL YELLOW W/ Y/Y RPM'S @ 20' C.C. (TYP.)

+38.69
4.40'(LT)

15'

9

10

11

SW 82nd AV.

6" DOUBLE YELLOW W/RPM'S @ 40'

+52.55
0.12'(RT)

+00.41
0.56'(LT)

+00.44
1.28'(RT)

+52.31

18" YELLOW @ 10' C.C.

+31.95
2.60'(RT)

15'

MATCH LINE STA 11+45.00

6" WHITE

R/W LINE

AHEAD

+40.00
W11-2
(24"X24")
W16-9P
(24"X12")
700-1-11 1 AS

+83.00
700-1-60 (1) AS
Exist. Sign
(TO BE REMOVED)

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/20/17

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

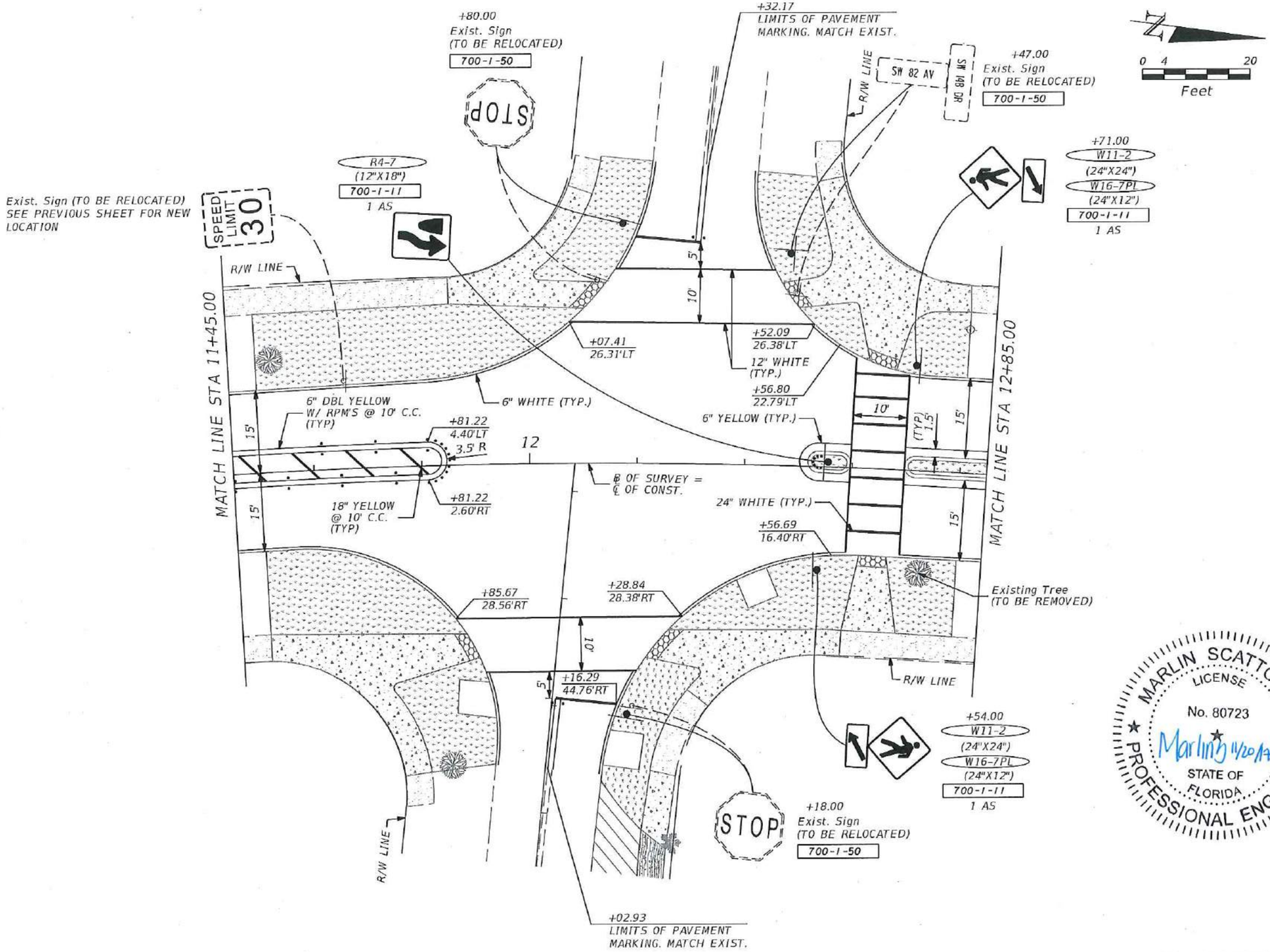
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

PAVEMENT MARKING PLAN
(SW 148TH DR & SW 82ND AV)

SHEET NO.
26

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MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin 11/20/17
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CORAL REEF ELEMENTARY

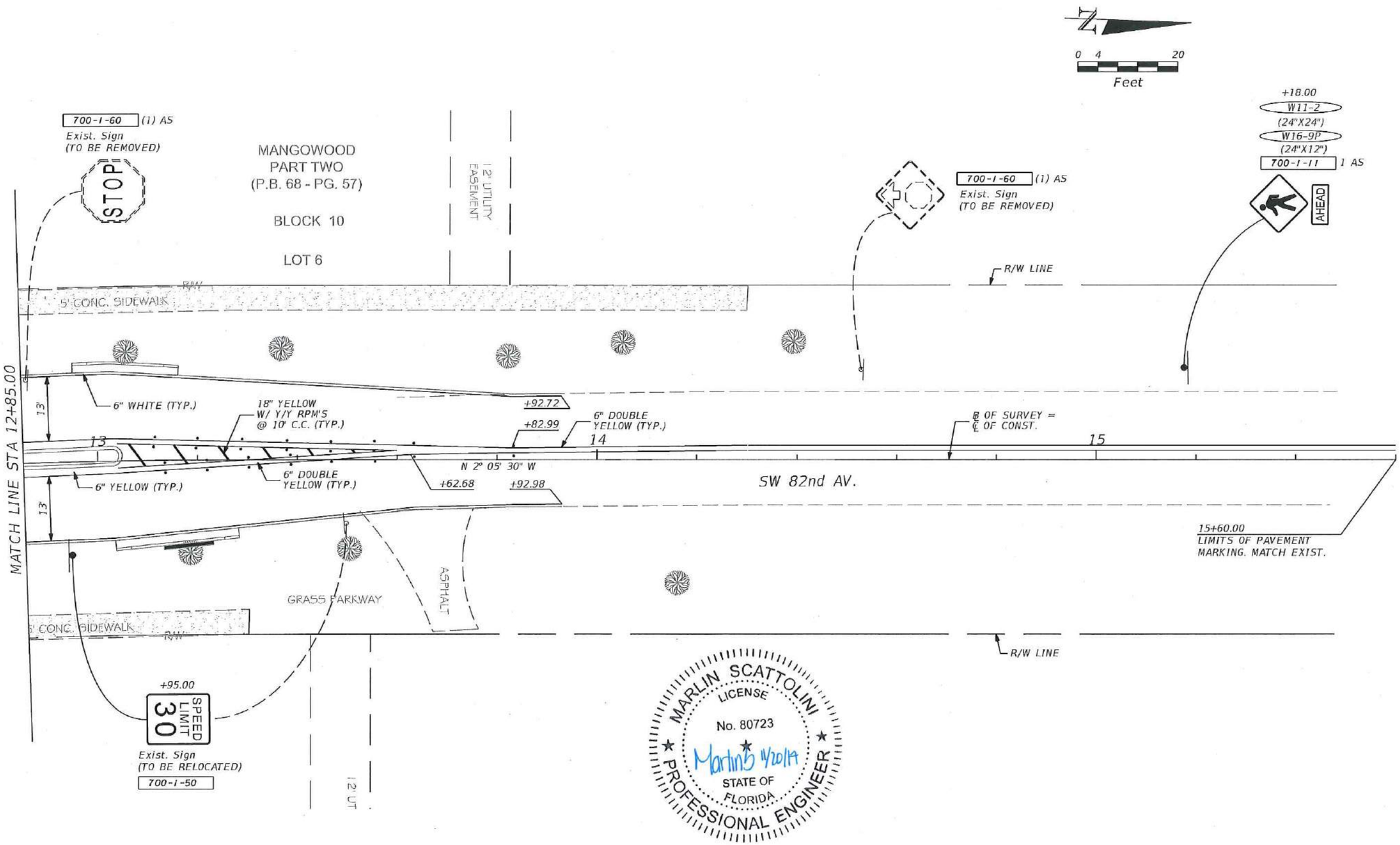
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

PAVEMENT MARKING PLAN
(SW 148TH DR & SW 82ND AV)

SHEET NO. 27



MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/20/17

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

PAVEMENT MARKING PLAN
(SW 148TH DR & SW 82ND AV)

SHEET NO. 28

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PAVEMENT DESIGN

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" THICK)

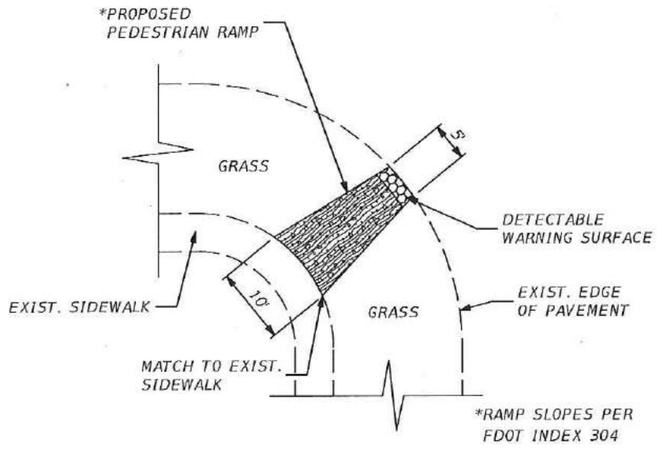
RESURFACING

FRICTION COURSE FC-9.5
(TRAFFIC LEVEL C) (1" THICK)

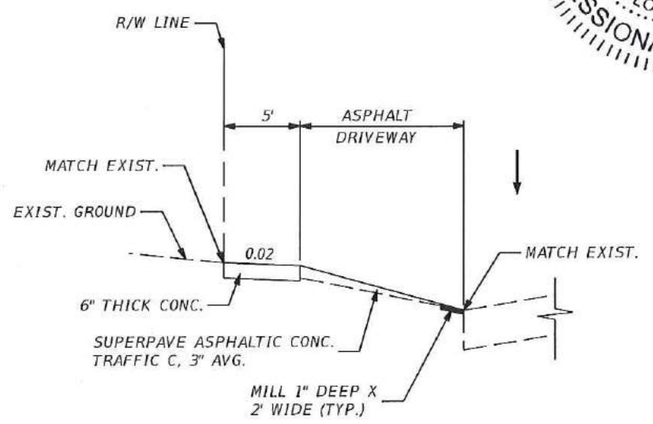
WIDENING

TYPE B STABILIZATION, LBR 40 (12" THICK)
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC LEVEL C) (1" THICK)
FRICTION COURSE FC-9.5

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/20/17



PEDESTRIAN RAMP
N.T.S.



DRIVEWAY DETAIL
N.T.S.

CORAL REEF ELEMENTARY

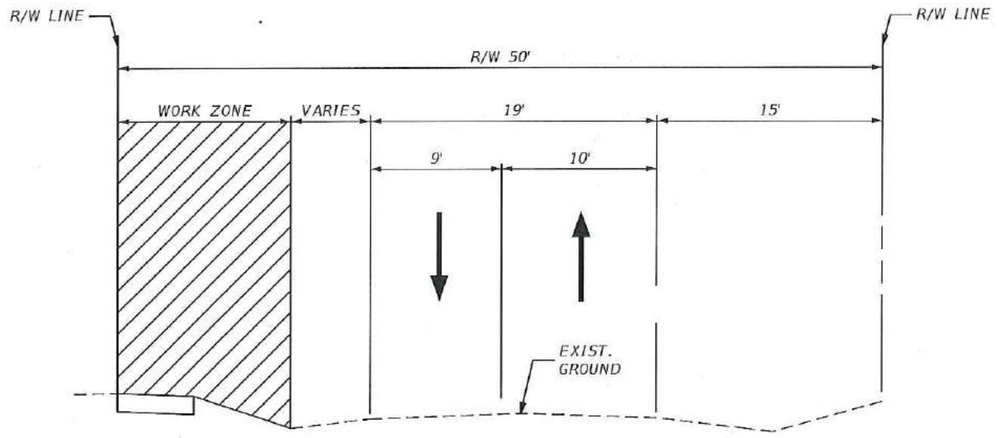
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
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6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

ROADWAY DETAILS

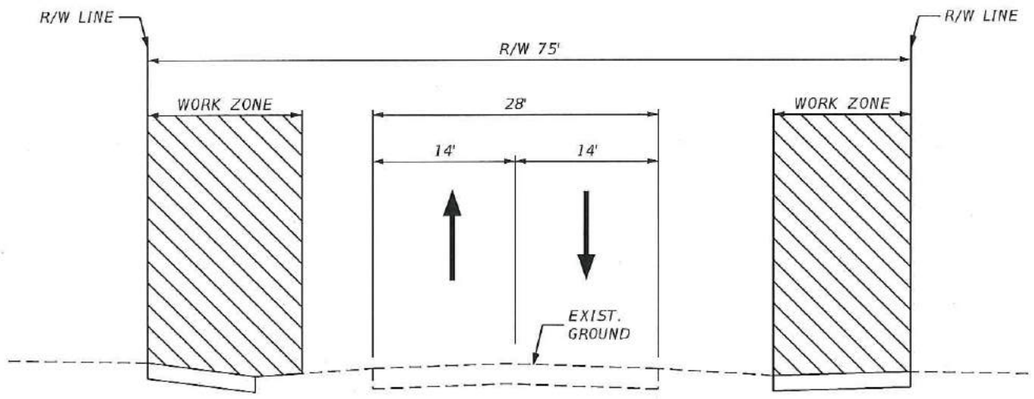
SHEET NO. 29



(FROM STA. 30+98.10 TO STA. 33+25.00) (SW 155th ST.)
(FROM STA. 40+25.00 TO STA. 50+70.57 (SW 81st AV.)

PHASE I

1. CONTRACTOR SHALL PLACE TRAFFIC CONTROL DEVICES AS PER FDOT INDEX NO. 600 AND 612.
2. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AS PER FDOT INDEX NO. 660.
3. CONSTRUCT SIDEWALK, DRIVEWAY AND PAVEMENT MARKINGS.



PHASE I (ADA RAMPS)

1. CONTRACTOR SHALL PLACE TRAFFIC CONTROL DEVICES AS PER FDOT INDEX NO. 600, 612 AND 605.
2. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AS PER FDOT INDEX NO. 660.
3. CONSTRUCT SIDEWALK, DRIVEWAY AND PAVEMENT MARKINGS.

TRAFFIC CONTROL PLAN NOTES

1. THE TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF FLORIDA D.O.T. DESIGN STANDARD INDEXES (600 SERIES) AND THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS MINIMUM CRITERIA. PROJECT AREAS THAT ARE NOT ACTIVE CONSTRUCTION AREAS ARE TO BE KEPT FREE OF CONSTRUCTION DEBRIS AND ANY UNNECESSARY TRAFFIC CONTROL DEVICES.
2. PEDESTRIAN WALKWAYS, BUS STOPS AND PEDESTRIAN ACESS TO TRANSIT VEHICLES SHOULD BE MAINTAINED FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS, ETC. ANY HAZARDS NEAR OF ADJACENT TO WALKWAYS, BUS STOPS AND ACCESS TO TRANSIT VEHICLES SHOULD BE CLEARLY DELINEATED. USED INDEX 660 FOR PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A WALKING SURFACE IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE AMERICANS WITH DISABILITIES ACT (ADA) FOR PEDESTRIANS. WALK ROUTES FOR ALL PEDESTRIANS, TRANSIT USERS AND SCHOOL STUDENTS WITHIN THE VICINITY OF THE CONSTRUCTION ZONE BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DAYS/NIGHTS/WEEKENDS. NON-PEAK HOURS ARE:

   9:00 AM to 3:30 PM - WEEKDAYS AND WEEKENDS
   10:00 AM to 3:00 PM - WEEKENDS
   NO NIGHT WORK PERMITTED.

5. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE, DETOUR OR MOT PHASE CHANGE BY SUBMITTING THE REQUIRED ELECTRONIC LANE CLOSURE FORM (WWW.FDOTLCIS.COM), SKETCHES, CALCULATIONS, AND OTHER DATA THROUGH THE ENGINEER TO THE DISTRICT TRAFFIC OPERATIONS OFFICE.
6. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAYS SHALL BE 30 M.P.H.
7. LANE CLOSURES SHALL NOT BE PERMITTED DURING SCHOOL SPEED ZONE HOURS WHERE SUCH CLOSURES WILL AFFECT TRAFFIC FLOW IN THE VICINITY OF THE SCHOOL SPEED ZONES.

MARLIN SCATTOLINI
LICENSE
No. 80723
Marlin S 9/20/17
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

SW 155TH ST. & SW 81ST AV.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

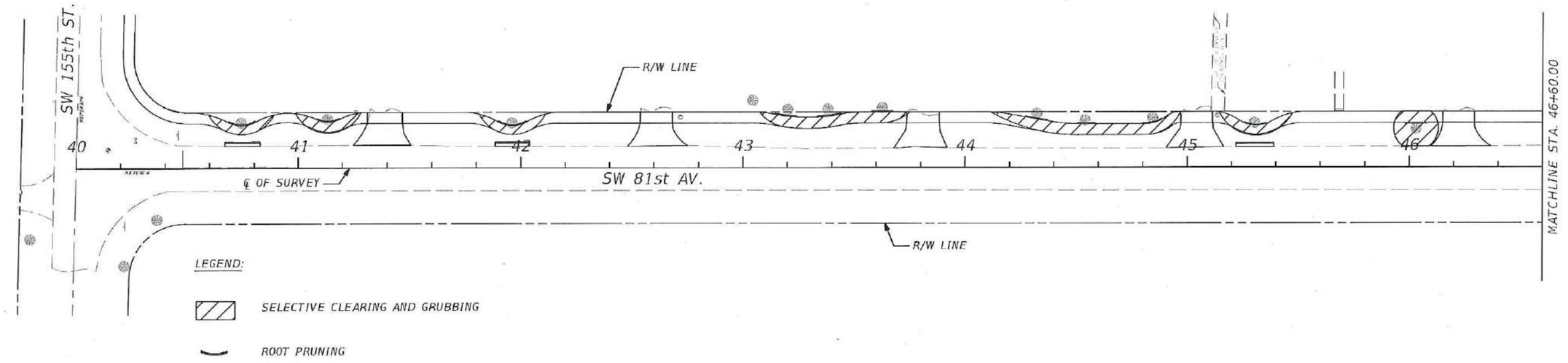
R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

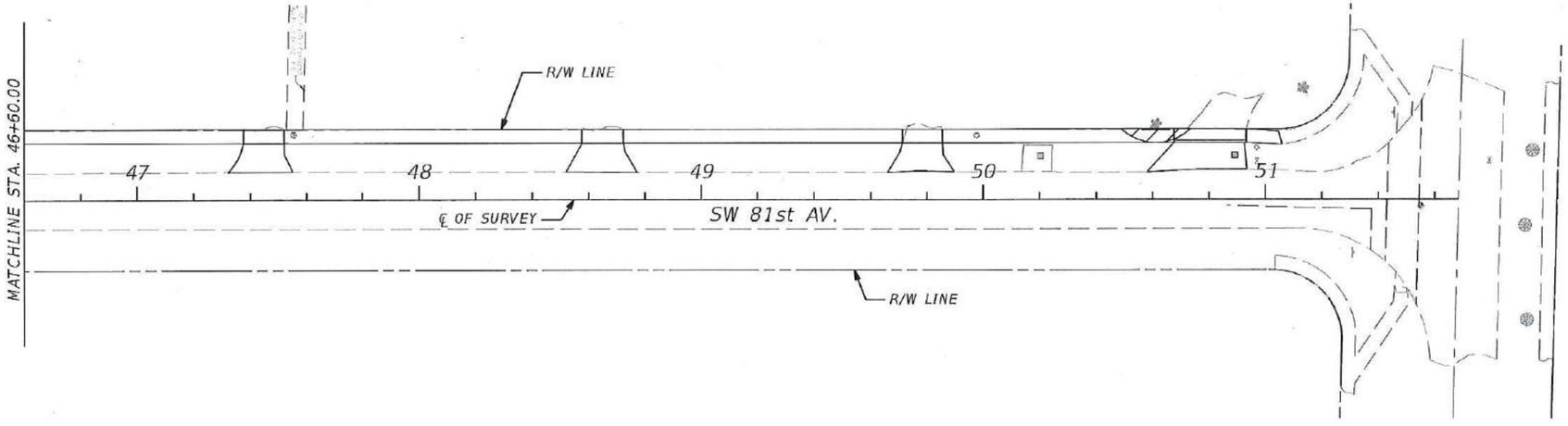
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 30

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0 10 50
Feet



0 10 50
Feet

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SW 81ST AV.

CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

SELECTIVE CLEARING & GRUBBING PLAN

SHEET NO. 31

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CORAL REEF ELEMENTARY SCHOOL

SW 80th AV.

SW 152nd ST.

SW 152 ST

SW 80 AV

N

0 4 20
Feet

SHARE THE ROAD

STOP

NO STOPPING

NO STOPPING OR STANDING

SCHOOL SPEED LIMIT 15
7:30 - 8:30 AM
2:30 - 3:30 PM

635-2-11 1 EA
639-1-122 1 AS
639-2-1 60 LF

+31.00
(30"X30")
S1-1

INSTALL RECTANGULAR RAPID FLASHING BEACON PER MIAMI-DADE COUNTY SECTION 654 SHEET No. 654-3

654-2-11 1 AS
635-2-11 1 EA

STOP HERE FOR

AHEAD

N1°06'14"E

20" DIP WM

1 RUN @ 7'
(ELEC SERV)
630-2-12

8" DIP WM

210'

40'

83'

1 RUN @ 53'
(ELEC SERV)
630-2-12

4" WM

8" PVC

8" DP WM

FINES DOUBLE

SCHOOL SPEED LIMIT 15
7:45 - 8:45 AM
1:45 - 3:30 PM
EXCEPT WED
1:45 - 2:30 PM
SCHOOL DAYS

LOT 18 OF BLOCK 1
(P.B. 86 - PG. 37)

LOT 5 OF BLOCK 1
(P.B. 139 - PG. 55)

INSTALL RECTANGULAR RAPID FLASHING BEACON PER MIAMI-DADE COUNTY SECTION 654 SHEET No. 654-3

S1-1
(30"X30")
+31.00

654-2-11 1 AS
635-2-11 1 EA

SPEED LIMIT 35

Note:

1. Flashing duration = 20 seconds

MARLIN SCATTOLINI
LICENSE
No. 80723
STATE OF FLORIDA
PROFESSIONAL ENGINEER
11/20/17

ASSET # 7628
SW 152 ST @ SW 7900 BLK
CORAL REEF ELEMENTARY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

R.J. Behar & Company, Inc.
Engineers • Planners
6861 S.W. 196 AVENUE, SUITE 302
PEMBROKE PINES, FL 33332
MARLIN SCATTOLINI, P.E. LICENSE NO. 80723
CERTIFICATE OF AUTHORIZATION NO. 00008365

VILLAGE OF PALMETTO BAY

SIGNALIZATION PLAN

SHEET NO. 32

APPENDIX "A" – SCHEDULE OF VALUES – Coral Reef Elementary

BID FORM

The following Base Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit Price	Total
101-1	MOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
110-1-1	CLEARING AND GRUBBING	LS/AC	1/0.80		
110-2-2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.04		
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	52		
120-1	REGULAR EXCAVATION	CY	187		
160-4	TYPE B STABILIZATION	SY	285		
285-706	OPTIONAL BASE, BASE GROUP 06	SY	285.00		
327-70-1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	SY	1,180		
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	115		
425-6	VALVE BOXES, ADJUST	EA	5		
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	95		
520-2-4	CONCRETE CURB, TYPE D	LF	96		
522-1	CONCRETE SIDEWALK AND DRIVEWAYS. 4" THICK	SY	944		
522-2	CONCRETE SIDEWALK AND DRIVEWAYS. 6" THICK	SY	289		
527-2	DETECTABLE WARNINGS	SF	280		
570-1-2	PERFORMANCE TURF - SOD	SY	1,975		
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	60		
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	3		
639-1-122	ELECTRICAL POWER SERVICE, F&I UNDERGROUND METER PURCHASED BY CONTRACTOR	AS	1		
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	60		

654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	2		
700-1-11	SINGLE POST SIGN, F&I GM, UP TO 12 SF	AS	11		
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1		
700-1-50	SINGLE POST SIGN, RELOCATE	AS	8		
700-1-60	SINGLE POST SIGN, REMOVE	AS	12		
706-3	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	149		
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT	LF	2,027		
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE & CROSSWALK	LF	422		
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE OR SYMBOL	EA	1		
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	43		
711-15-101	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	GM	0.133		
711-15-201	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.555		

PAY ITEM NOTES:

110-1-1 **INCLUDES REMOVAL AND DISPOSAL OF EXISTING ROCK AT APPROX. STATION 45+40 TO 45+98.**

102-1 **INCLUDES REMOVAL AND DISPOSAL OF EXISTING CONFLICTING MARKINGS AND RESTORATION OF EXISTING PAVEMENT.**

425-6 **VALVE BOXES AND MANHOLES SHALL BE ADJUSTED WHENEVER THEY ARE ¼" OR MORE ABOVE OR BELOW THE SIDEWALK FINAL GRADE ELEVATION. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING MEASUREMENTS ON ALL MANHOLES/VALVE BOXES WITHIN PAVING LIMITS. COST OF THE MEASURING IS INCLUDED IN THE MANHOLE/VALVE BOX ADJUSTMENT PAY ITEMS. COORDINATE WITH MIAMI-DADE WATER & SEWER**

BASE BID AMOUNT $_____

BASE BID AMOUNT (IN WORDS) _____

_____

Bidder:

_____

By: _____

Title: _____

APPENDIX "B"

"General Decision Number: FL20200178 09/04/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	09/04/2020

* ELEC0349-002 09/01/2020

	Rates	Fringes
ELECTRICIAN	$ 36.36	11.82

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER	$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.49	0.00
FENCE ERECTOR	$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.16	0.00
INSTALLER - GUARDRAIL	$ 13.43	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 18.43	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.31	0.00
LABORER: Common or General	$ 10.69	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.41	0.00
LABORER: Landscape & Irrigation	$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.91	3.50

LABORER: Pipelayer	$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Boom	$ 18.95	0.00
OPERATOR: Boring Machine	$ 15.29	0.00
OPERATOR: Broom/Sweeper	$ 13.01	0.00
OPERATOR: Bulldozer	$ 16.77	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Concrete Saw	$ 14.43	0.00
OPERATOR: Crane	$ 22.46	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Distributor	$ 13.29	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 16.32	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 20.22	3.85
OPERATOR: Loader	$ 15.53	0.00
OPERATOR: Mechanic	$ 18.03	0.00
OPERATOR: Milling Machine	$ 14.67	0.00
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 13.61	0.00
OPERATOR: Piledriver	$ 17.23	0.00

OPERATOR: Post Driver
(Guardrail/Fences).....$ 14.45 0.00

OPERATOR: Roller.....$ 13.67 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.15 0.00

OPERATOR: Tractor.....$ 12.19 0.00

OPERATOR: Trencher.....$ 14.74 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 12.96 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 19.07 0.00

TRUCK DRIVER: Distributor
Truck.....$ 14.96 2.17

TRUCK DRIVER: Dump Truck.....$ 12.19 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.07 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Vactor Truck.....$ 14.21 0.00

TRUCK DRIVER: Water Truck.....$ 13.17 1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave

for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

Appendix "C"

FDOT Required Forms

LAP CERTIFICATION OF CURRENT CAPACITY (FORM 525-010-46)…….199-200

DBE BID PACKAGE INFORMATION (FORM 275-030-11)……201-202

CERTIFICATION REGARDING DEBARMENT… (FORM 375-030-32)……203

CERTIFICATION OF LOBBYING ACTIVITIES (FORM 375-030-33)……..204

DISCLOSURE OF LOBBYING ACTIVITIES (FORM 375-030-34)……..205-206

NON-COLLUSION DECLARATION (FORM 575-060-13)……..207-209

E-VERIFY ACKNOWLEDGMENT FORM (FORM 375-040-68)……210

BID OPPORTUNITY LIST (FORM 375-040-62)……..211

FHWA 1273……212-223

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E-Verify Acknowledgment Form

Contract No: _____
Financial Project No(s): _____
Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:
Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. all persons including subcontractors, assigned by the Vendor/Consultant to Perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
   _____
   _____
   _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE

7. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX "A" – SCHEDULE OF VALUES – Coral Reef Elementary

BID FORM

The following Base Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit Price	Total
101-1	MOBILIZATION	LS	1	32,041.59	32,041.59
102-1	MAINTENANCE OF TRAFFIC	LS	1	19,919.86	19,919.86
110-1-1	CLEARING AND GRUBBING	LS/AC	1/0.80	41,877.94	33,502.35
110-2-2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.04	45,010.97	1,800.44
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	52	32.88	1,709.76
120-1	REGULAR EXCAVATION	CY	187	27.06	5,060.22
160-4	TYPE B STABILIZATION	SY	285	17.03	4,853.55
285-706	OPTIONAL BASE, BASE GROUP 06	SY	285.00	26.12	7,444.20
327-70-1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	SY	1,180	4.40	5,192.00
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	115	408.90	47,187.06
425-6	VALVE BOXES, ADJUST	EA	5	1,937.19	9,685.95
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	95	29.42	2,794.90
520-2-4	CONCRETE CURB, TYPE D	LF	96	24.61	2,362.56
522-1	CONCRETE SIDEWALK AND DRIVEWAYS. 4" THICK	SY	944	48.08	45,387.52
522-2	CONCRETE SIDEWALK AND DRIVEWAYS. 6" THICK	SY	289	61.83	17,868.87
527-2	DETECTABLE WARNINGS	SF	280	49.84	13,955.20
570-1-2	PERFORMANCE TURF - SOD	SY	1,975	1.00	1,975.00
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	60	25.73	1,543.80
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	3	913.60	2,740.80
639-1-122	ELECTRICAL POWER SERVICE, F&I UNDERGROUND METER PURCHASED BY CONTRACTOR	AS	1	10,834.31	10,834.31
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	60	9.67	580.20

654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	2	14,359.92	28,719.84
700-1-11	SINGLE POST SIGN, F&I GM, UP TO 12 SF	AS	11	549.44	6,043.84
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1	891.71	891.71
700-1-50	SINGLE POST SIGN, RELOCATE	AS	8	313.66	2,509.28
700-1-60	SINGLE POST SIGN, REMOVE	AS	12	129.23	1,550.76
706-3	REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	149	7.95	1,184.55
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT	LF	2,027	2.22	4,499.94
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE & CROSSWALK	LF	422	4.59	1,936.98
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE OR SYMBOL	EA	1	280.65	280.65
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	43	5.87	252.41
711-15-101	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	GM	0.133	6,540.65	871.87
711-15-201	THERMOPLASTIC, STD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.555	5,897.11	3,272.90

PAY ITEM NOTES:

110-1-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING ROCK AT APPROX. STATION 45+40 TO 45+98.

102-1 INCLUDES REMOVAL AND DISPOSAL OF EXISTING CONFLICTING MARKINGS AND RESTORATION OF EXISTING PAVEMENT.

425-6 VALVE BOXES AND MANHOLES SHALL BE ADJUSTED WHENEVER THEY ARE ¼" OR MORE ABOVE OR BELOW THE SIDEWALK FINAL GRADE ELEVATION. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING MEASUREMENTS ON ALL MANHOLES/VALVE BOXES WITHIN PAVING LIMITS. COST OF THE MEASURING IS INCLUDED IN THE MANHOLE/VALVE BOX ADJUSTMENT PAY ITEMS. COORDINATE WITH MIAMI-DADE WATER & SEWER

BASE BID AMOUNT $ 320,454.87

BASE BID AMOUNT (IN WORDS) three hundred twenty thousand four hundred fifty-four and eighty-seven hundredths

Bidder: Bacallao Construction & Engineering Development

By: [signature]

Title: Manager

ADDENDUM NO. 1

Date: December 30, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2021-11-003
Safe Routes to School (SRTS) Infrastructure Priority 2 – Coral Reef Elementary

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on December 2nd, 2020 and with a bid opening date of January 6th, 2021, with any amendments and/or additions noted below.

Question: Waypoint Contracting, Inc.: Besides the DBE Certification, is there any other FDOT certification required to qualify prior to submission?

Response: The Pre-Qualification criteria is stated on page 57 of the solicitation package. If you have worked as a Prime for FDOT projects, you should be qualified. Please read under Rule 14-22 of the Florida Administrative Code (F.A.C.) for:

Grading (minor)
Portland Cement Concrete (major)
Flexible Paving (major)
Hot Plant-Mix Bituminous Courses (major) and,
Traffic Signal (minor)

Question: American Pipeline Construction: Requesting clarification on what documents are required to be submitted as part of Bid package.

Response: The submittal shall contain, but not limited to:

1. Bid Security of 5% based on bid price
2. Section (13 Forms) which starts on page 138 of the solicitation and ends on page 162.
3. Page 186 (Section 18)

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2021-11-003

Title: Safe Routes to School (SRTS) Infrastructure Priority 2 – Coral Reef Elementary

Name of Contractor Bacallao Construction & Engineering Development

Date Addendum Received 12/30/2020

Total Pages of Addendum including Acknowledgement 3

Print Name Christopher Bacallao

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

4. Bid Sheets which start on page 189-190.
5. Certificate of Insurance or letter of insurability
6. List of Sub-Contractor (if using) page 156
7. Addendum acknowledgement sheet
8. Reference history at least (3) references with similar project scope
9. Appendix "C" on page 203 to 211 FDOT Required Forms

Litsy Pittser, Procurement Specialist: Please note that although the Addendums for this project and ITB# 2021-11-002 – Perrine Elementary are similar, if your intention is to bid on both solicitations, I will need an addendum acknowledgement for both Coral Reef Elementary and Perrine Elementary.

Thank you,



Litsy C. Pittser
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

SECTION 13 FORMS

THIS BID IS SUBMITTED TO:

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with The Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

PROPOSER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to PROPOSER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.

In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:

(a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. 1	Dated: 12/30/2020
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

(b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the service.

(c) PROPOSER has studied carefully all local conditions.

(d) PROPOSER 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 (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or 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, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.

(e) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(f) PROPOSER has given the VILLAGE written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the VILLAGE is acceptable to PROPOSER.

(g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over the VILLAGE.

PROPOSER understands and agrees that this is a unit rate contract. The prices submitted on the bid form are to furnish and deliver all of the goods and services complete in place. The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. CONTRACTOR's lump sums will not be adjusted to reflect any deviation from the provided quantities. As such the CONTRACTOR shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the VILLAGE to complete the work per the specifications and as required shall be included in the above bid.

A CORPORATION

By: Bacallao Construction & Eng. Development, LLC.

(Corporation Name)

Florida

(State of Incorporation)

By: Christopher Bacallao

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest: _____
(President)

Business address: 4226 SW 70th CT
Miami, FL 33155

Phone No: (305) 796-2505 Facsimile No: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF Florida)

) SS:

COUNTY OF Dade)

I HEREBY CERTIFY that a meeting of the Board of Directors of the Bacallao Construction & Engineering Development, LLC a Corporation existing under the laws of the State of Florida, held on Jan. 6th, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, Jan. 6, 2021, to the Village of Palmetto Bay and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 6th, day of January, 2021.

Secretary: _____

(SEAL)

13.2 BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, Bacallao Construction & Engineering Development, LLC dba BC&E, as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, a municipal corporation of the State of Florida in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, January 6 2021 for: Safe Route to School (SRTS) Infrastructure Improvements @ Coral Reef Elementary School

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Village of Palmetto Bay and furnishes the Performance and Payment Bonds, satisfactory to the VILLAGE, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village of Palmetto Bay and the Surety herein agrees to pay said sum immediately, upon demand of the VILLAGE, in good and lawful money of the United States of America, as OFF for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 6th day of January, 20 21, 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:

Bacallao Construction & Engineering Development, LLC dba BC&E
(Individual or Partnership Principal) _____ (SEAL)

_____ 4226 S.W. 70th Court
(Business Address)

Miami, FL 33155
(Village/State/Zip)

786-427-4531
(Business Phone)

ATTEST:

_____ The Ohio Casualty Insurance Company Secretary
(Corporate Surety)*

By: Charles D Nielson
Charles D. Nielson, Attorney In Fact

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

_____ By: _____

CHRISTOPHER BACALLAO
(Printed Name)

_____

_____
(Title)

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this the 6th day of January, 2021, before me, the undersigned Notary

Public of the State of Florida, personally appeared

Charles D. Nielson and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

☐ Personally identification:

KRISTI MESSEL
MY COMMISSION # GG 136793
EXPIRES: November 14, 2021
Bonded Thru Notary Public Underwriters

(Type of Identification Produced)

☒ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Bid Bond Number of Pages: 5

Number of Signatures Notarized: 1

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204567-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson; Charles J. Nielson; David R. Hoover; Jarrett Merlucci; Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of December, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of January, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

13.3 LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION OF WORK / LICENSE #	**NAME AND ADDRESS OF SUBCONTRACTOR**
Traffic Signal electrical / F650445173503	Under Power Corp / 7900 NW 40th St Miami, FL 33178
hot mix asphalt & paving / F2045040982001	Halley Engineering Contractors, Inc. / 13901 NW 115th Ave Miami, FL 33178

If, prior to Notice of the Award, the VILLAGE or the CONTRACTOR has reasonable objection to and refuses to accept any CONTRACTOR, Supplier, person or organization listed, the PROPOSER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

1/6/2021 12:52:05 PM EST

Return to Inquiry Menu

Contractor with Name BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC D/B/A BC&E
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC D/B/A BC&E F472761317001 EXPIRES: 6/30/2021	4226 SW 70TH CT MIAMI, FL 33155 (305)796-2805	4226 SW 70TH CT MIAMI, FL 33155 (305)796-2805

WORK CLASSES

BRIDGE DECK OVERLAYS	DEBRIS REMOVAL (EMERGENCY)
DRAINAGE	FENCING
FLEXIBLE PAVING	GRADING
GRASSING, SEEDING AND SODDING	MINOR BRIDGES
R&R MINOR BRIDGES	SIDEWALK

* Curb & Gutter, Retaining Wall, Rip Rap, Underground Utilities (Water & Sewer).

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

1/6/2021 8:17:06 AM EST

Return to Inquiry Menu

Contractor with Name UNDER POWER CORP
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
UNDER POWER CORP F650445173003 EXPIRES: 6/30/2021	7900 NW 60 STREET MIAMI, FL 33166 (305)468-9900	7900 NW 60 STREET MIAMI, FL 33166 (305)468-9900

WORK CLASSES	
ELECTRICAL WORK	ROADWAY SIGNING
SIDEWALK	TRAFFIC SIGNAL

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

Return to Inquiry Menu

Contractor with Name HALLEY ENGINEERING CONTRACTORS, INC.
1-1 of 1 contractors

Printer Friendly Version

1/6/2021 12:48:02 PM EST

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
HALLEY ENGINEERING CONTRACTORS, INC. F204804098001 EXPIRES: 6/30/2021	13901 NW 118 AVE MIAMI, FL 33178 (305)883-0055	13901 NW 118 AVE MIAMI, FL 33178 (305)883-0055

WORK CLASSES

COMPUTERIZED TRAFFIC CONTROL	DEBRIS REMOVAL (EMERGENCY)
DRAINAGE	ELECTRICAL WORK
FENCING	FLEXIBLE PAVING
GRADING	GRASSING, SEEDING AND SODDING
GUARDRAIL	HOT PLANT-MIXED BITUM. COURSES
INTELLIGENT TRANSPORTATION SYSTEMS	INTERMEDIATE BRIDGES
LANDSCAPING	MAJOR BRIDGE - CURVED STEEL GIRDERS
MAJOR BRIDGE - MULTI-LEVEL ROADWAYS	MINOR BRIDGES
PORTLAND CEMENT CONCRETE ROADWAY PAVING	ROADWAY SIGNING
SIDEWALK	TRAFFIC SIGNAL

* RETAINING WALL; RIPRAP; SANITARY SEWER; CONCRETE CURBS; AND BARRIER WALL. R&R ONLY FOR SOUNDWALL/NOISEWALL.

13.4 PROPOSER QUALIFICATION STATEMENT

The PROPOSER's response to this questionnaire will be utilized as part of the VILLAGE's overall Bid Evaluation and CONTRACTOR selection.

The following minimum experience is required for this project:

a) successful completion, verifiable with references, of at least three roadway construction and reconstruction projects performed in Miami-Dade County in the last three years, and

b) successful completion, verifiable with references, of at least three roadway construction and re-construction projects for governmental agencies in South Florida, with at least one in Miami-Dade County.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List project experience consistent with the requirements stated below.

1. Project Name/Location: NW 41ST Improvements (79th Ave - 87th Ave)

   Project Description: FULL ROADWAY RECONSTRUCTION utilities, asphalt, concrete const. Roadway widening. 2 TO 3 LANES.

   Owner Name: City of Doral

   Contact Person: Eugene Collins

   Contact Telephone No.: (786)570-6957

   Yearly Budget/Cost: $ 2,656,848.92

   Dates of contract: From: _____

   To: _____

2. Project Name/Location: T6420 - US 1

   Project Description: ROADWAY RECONSTRUCTION ON US-1 W/ NEW DRAINAGE/UTILITIES

Owner Name: Halley Engineering Contractors, Inc

Contact Person: Alex Halley

Contact Telephone No.: (305) 984-0112

Yearly Budget/Cost: $312,306.66

Dates of contract: From: January 2019

To: December 2019

3. Project Name/Location: RED RD (W.23RD ST TO W. 45TH ST

Project Description: FULL ROADWAY CONSTRUCTION INCLUDING DRAINAGES UTILITIES, ASPHALT, CONCRETE CONST. ROADWAY WIDENING WAS FROM 4 TO 6 LANES WITH MULTIPLE MOT PHASES

Owner Name: FDOT

Contact Person: OSVALDO LARRAZABAL, P.E

Contact Telephone No.: 786-255-2869

Yearly Budget/Cost: $23M

Dates of contract: From: OCTOBER 2012

To: JANUARY 2016

4. Project Name/Location: RED RD (W. 45TH ST TO W.53RD ST

Project Description: FULL ROADWAY CONSTRUCTION INCLUDING DRAINAGES UTILITIES, ASPHALT, CONCRETE CONST. ROADWAY WIDENING WAS FROM 4 TO 6 LANES WITH MULTIPLE MOT PHASES

Owner Name: FDOT

Contact Person: OSVALDO LARRAZABAL, P.E

Contact Telephone No.: 786-255-2869

Yearly Budget/Cost: $15M

Dates of contract: From: OCTOBER 2012

To: JUNE 2015

5. Project Name/Location: RED RD (W. 53RD ST TO W.65TH ST

Project Description: FULL ROADWAY CONSTRUCTION INCLUDING DRAINAGES UTILITIES, ASPHALT, CONCRETE CONST. ROADWAY WIDENING WAS FROM 4 TO 6 LANES WITH MULTIPLE MOT PHASES

Owner Name: FDOT

Contact Person: SERGIO GONZALEZ

Contact Telephone No.: 786-229-7222

Yearly Budget/Cost: $20M

Dates of contract: From:

To:

13.5 NON-COLLUSION AFFIDAVIT

State of Florida)

) SS

County of Dade)

Christopher Bacallao being first duly sworn deposes and says that:

(1) He/She/They is/are the owner

(Owner, Partner, Officer, Representative or Agent) of

Bacallao Construction & Eng. Dev, LLC the PROPOSER that has submitted the attached Bid;

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

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

(4) Neither the said PROPOSER 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 PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: 

_____

(Printed Name) Christopher Bacallao (Title) President

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 6th day of January, 2022 (year), by Christopher Barallao, the undersigned Notary

Public of The State of Florida, personally appeared and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

OPTIONAL INFORMATION:

Type of Document: Number of Pages:

Number of Signatures Notarized:

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

ZARAYA ABREGO
Notary Public-State of Florida
Commission # HH 15373
My Commission Expires
June 28, 2024

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

☑ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐DID take an oath, or

☐ DID NOT take an oath.

13.6 BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES AND COMMODITIES AND CONTRACTURAL SERVICES

Located in Appendix "C" on page 211 – "FDOT Required Forms" as an attachment to this ITB.

END OF SECTION

SECTION 14

14.1 PUBLIC ENTITY CRIMES

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 Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a CONTRACTOR, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

14.2 CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. PROPOSER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or its' agencies.

AND

The PROPOSER shall insert and require its sub-contractors to insert, the following provisions as required by Section 14.f of LAP Agreement (FDOT Form No. 525-010-40):

"No member, officer or employee of the RECEIPIENT or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.'

CONTINUED ON NEXT PAGE

14.3 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 Village of Palmetto Bay by Christopher Bacallao for Bacallao Construction Engineering & Development, LLC. whose business address is 4226 SW 90th Ct, Miami, FL 33155 and (if applicable) its Federal Employer Identification number (FEIN) is 47-2961317 (IF the entity had 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Para. 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 trail 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 Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a partnership or corporation 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 Para. 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 applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any 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.)

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (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.

By: _____

Print Name Christopher Bacallao

Title: President

Sworn to and subscribed before me this 4th day of January, 2021

Personally known ✓ or

Produced Identification_____ Notary Public - State of Florida

_____ My Commission Expires_____

_____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

ZARAYA ABREGO
Notary Public-State of Florida
Commission # HH 16373
My Commission Expires
June 28, 2024

END OF SECTION

SECTION 16

16.1 AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of January, 2021, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Bacallao Construction Corp. authorized to do business in the State of Florida, (hereinafter referred to as "Contractor" and jointly referred to as the Parties.

W I T N E S E T H:

WHEREAS, the Village advertised an Invitation to Bid (ITB) on December 2, 2020, and

WHEREAS, Contractor submitted a Bid dated January 6, 2021 in response to the Village's request, and

WHEREAS, at a meeting held on January 6, 2021, the Village Council awarded the Contractor and agreed to enter into an Agreement with said Contractor to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation of Documents

The following documents are hereby incorporated by reference and are made part of this Agreement.

(1) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 2021-11-003 Construction of SRTS Infrastructure Priority 2 – Coral Reef Elementary.**

(2) Proposal for the Village of Palmetto Bay prepared by Contractor dated January 6, 2021. (Exhibit 2).

(3) Required Contract Provisions – Federal Aid Construction Contracts FHWA 1273 (Exhibit 3).

All exhibits referenced in this agreement are made a part of this agreement and are collectively referred to as the "Documents." In the event of any conflict between the Documents or any

ambiguity or missing specifications or instructions, the following, in no order of priority, is established:

A. This Agreement
B. Exhibit 1: ITB# 2021-11-003
C. Exhibit 2: Contractor's Submitted Proposal
D. Exhibit 3: FDOT Required Forms

Article 2 Scope of Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the Work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Contractor agrees to provide Goods (hereinafter inclusively referred to as the "Goods") as specifically described and under the terms and conditions set forth in Exhibit 1.

B. Contractor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the Goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

C. The Project for which the Work under the Agreement Documents may be the whole or only a part is generally described as follows:

Article 3 Qualifications

The Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the Village that the Contractor is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor possesses all of the required licenses and certificates of competency required by the State of Florida, and the Village to perform the Work herein described. Contractor acknowledges that due to the nature of this agreement, that the Contractor must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Contractor shall be solely responsible for

the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Contractor shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157-5606.

Article 5 Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Agreement should be addressed to Dionisio Torres, Director of Public Services.

Article 6 Termination

A. Termination/Cancellation of Agreement Without Cause

Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the agreement will not relieve the Company of any deliverables and work product de prior to the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post contract audit of money due on Contractor's performance). Termination or cancellation of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the Agreement.

B. Termination Because of Default

Without waiving the right to terminated without cause on thirty (30) days' notice, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Agreement will not relieve the Contractor of any deliverables and work product due prior to

the termination of the Contract (this will include but not be limited to reports, statements or accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract).

Article 7 Hold Harmless and Indemnification Statement

The Village, the state of Florida and the Department of Transportation shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Contractor agrees that in the event this Agreement is terminated for the Village's breach, the damages that the Contractor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

The Term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the Work performed.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Contractor authorized to use the Village's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification: Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification who perform work in connection with this Agreement:

To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the Village and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28 Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Village for the negligent acts or omissions of the Village, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Contractor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village of Palmetto Bay and Florida Department of Transportation (FDOT) shall be named as "additional insured" with respect to this coverage.
- Workers Compensation – Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages
- Errors and omissions or Company liability insurance - $1,000,000

Article 12 Waiver

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by the Contractor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

Article 13 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or

certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157-5606

Company:

Christopher Bacallao (President)
Bacallao Construction & Engineering
4226 SW 70th CT
Miami, FL 33155

Either Party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other Party in accordance with the provisions herein.

Article 14 Assignment

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village.
The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within ten (10) days by the Contractor to the Village. None of the Work or services under this Agreement shall be sub-contracted unless the Primary Contractor obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Agreement and the Primary Contractor shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 15 Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), corporation, individual or Company, other than a bonafide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER applicable liquidated damages by the amounts specified in Section 1.2 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 36 Contract Price

36.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (Contract price is the summation of all the bid sheets):

Contract Price $ 320,454.87

Contract Price (in words) three hundred twenty thousand, four hundred fifty-four and eighty-seven

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157-5606

BY _____

Nick Marano
Print Name

Village Manager
Title

COMPANY

Bacallao Const. & Eng. Dev., LLC

ADDRESS

4226 SW 70th Ct
Miami, FL 33155

BY _____

Christopher Bacallao
Print Name

President
Title

ATTEST

_____
Missel Arocha
Village Clerk

_____
Witness

Zuraya Arneso
Print Name

APPROVED AS TO FORM BY

_____
John Dellagloria
Village Attorney

SECTION 18

18.1 ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We Bacallao Construction & Engineering Dev. LLC hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for Village of Palmetto Bay, **Safe Route To School (SRTS) Coral Reef Elementary School** Project No. **2021-11-003**, 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 Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

_____
(Subcontractor Name(s)

to comply with such act or regulation.

BC&E
CONTRACTOR

ATTEST

BY: Christopher Bacallao
SIGNATURE

END OF SECTION

SECTION 19

PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the work day of the final Friday of each month. CONTRACTOR shall submit by the first Friday of each month CONTRACTOR's completed Application for Payment for the previous period. VILLAGE must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, CONTRACTOR shall submit his application on the next workday.

CONTRACTOR is advised that processing of draws must follow this schedule, as the VILLAGE has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

END OF SECTION

ATTACHMENTS

CONTRACT PLANS FOR CORAL REEF ELEMENTARY SCHOOL (Plan is inserted before Appendix "A" plan pages 1-32)

APPENDIX "A" – SCHEDULE OF VALUES (BID FORM).....189-190

APPENDIX "B" - CURRENT WAGE TABLE.....191-198

APPENDIX "C" – FDOT REQUIRED FORMS.....199-223

The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this ITB as though fully set forth herein.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF 472761317001
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ $1,922,432.70

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 6th day of January, 2021

Bracallao Construction & Engineering
NAME OF FIRM

By: _____

Manager
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
City of Doral, NW 41ST IMPROVEMENTS (79TH AVE - 87TH AVE)	$2,656,848.92	$878,649.77	$1,729,963.74	$734,978.54	
LEMARTEC, 2848 ANTARCTICA WAY SOUTH FLORIDA CONTAINMENT TERMINAL	$702,932.90	$151,200.00	$754,639.07		$75,463.91
FLORIDA LEMARK, DR. TONI BILBAO PREP ACADEMY 8905 NW 114TH AVE	$316,409.71	$125,500.00	$308,988.91		$38,319.69
LEMARTEC, THE HARBOUR (GROVE BAY) 3385 PAN AMERICAN DR	$1,993,932.72	$558,100.00	$661,769.10		$774,063.62
GREEN LABEL, WEST DADE 7105 SW 47TH AVE	$631,874.89	$210,100.00	$132,267.95		$299,606.94
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00 $1,922,432.70	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Bacallao Construction & Engineering Development, LLC

By: _____

Date: 01/06/2021

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: 01/06/2021 Authorized Signature

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☑
If *no*, then please complete section 4 below for "Prime"

1. **Type of Federal Action:** a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	3. **Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Christopher Bacallao (NAME), hereby declare that I am President (TITLE) of Bacallao Construction & Eng. Development (FIRM) of Miami / Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Christopher Bacallao/President
NAME AND TITLE PRINTED

BY:
SIGNATURE

WITNESS:

WITNESS:

Executed on this 6th day of January, 2021

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

E-Verify Acknowledgment Form

Contract No: 2021-11-003
Financial Project No(s): 431507-1
Project Description: Safe routes to School Infrastructure. Priority 2 - Coral Reef Elementary

Vendor/Consultant acknowledges and agrees to the following:
Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. all persons including subcontractors, assigned by the Vendor/Consultant to Perform work pursuant to the contract with the Department.

Company/Firm: Bacallao Construction & Engineering Development

Authorized Signature: _____

Title: President

Date: 01/06/2021

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: Bacallao Construction & Engineering Development, LLC.

Address/Phone Number: 4226 SW 70th CT, Miami, FL 33155 (305) 665-5542.

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 47-2761317
2. Firm Name: Bacallao Construction & Eng. Development
3. Phone: (305) 665-5542
4. Address: 4226 SW 70th CT, Miami, FL 33155
5. Year Firm Established: 2014

6. ☒ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☒ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

7. Annual Gross Receipts
☐ Less than $1 million
☐ Between $1 - $5 million
☐ Between $5 - $10 million
☐ Between $10 - $15 million
☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

AGENDA ITEM

14G

To: Honorable Mayor and Village Council

Date: October 4, 2021

From: Nick Marano, Village Manager

Re: Holiday Lighting and Decorations

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FLORIDA CDI, LLC., D/B/A CHRISTMAS DESIGNERS, TO INSTALL AND TAKE DOWN ALL HOLIDAY LIGHTING AND DECORATIONS FOR THREE (3) YEARS WITH AN OPTION TO RENEW EVERY YEAR NOT TO EXCEED FIVE (5) CONSECUTIVE YEARS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT IN THE AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND NO CENTS ($39,273.00) AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has hosted many events during the Holiday season to give its residents the warmth of the season and ability to have fun with entertainment, Light Up Your Holiday event, and the official lighting of the Village Christmas tree. It is the intent to keep the tradition going and be able to give our residents spectacular light shows and beautiful displays. We have finished the construction of our Franjo Road "Main Street" and would also like to include it to our scope this year.

FISCAL IMPACT:

The Parks and Recreation Department has set aside on their fiscal budget for special events $30,000.00 to cover the Holiday Season the excess of $9,273.00 will be expended on Parks and Recreation general fund, if needed.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. Proposal – Florida CDI, LLC. d/b/a Christmas Designers

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FLORIDA CDI, LLC., D/B/A CHRISTMAS DESIGNERS, TO INSTALL AND TAKE DOWN ALL HOLIDAY LIGHTING AND DECORATIONS FOR THREE (3) YEARS WITH AN OPTION TO RENEW EVERY YEAR NOT TO EXCEED FIVE (5) CONSECUTIVE YEARS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT IN THE AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND NO CENTS ($39,273.00) AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village published RFP# 2021-12-011 "Holiday Lighting and Decoration" on August 5, 2021, soliciting Companies to handle the Village's Holiday Lighting and Decorations; and

WHEREAS, on August 25, 2021, the Village received a total of three (3) proposals; and

WHEREAS, after review, the highest ranked company is Florida CDI, LLC., d/b/a Christmas Designers.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute an agreement with Florida CDI, LLC., d/b/a Christmas Designers, in an amount not to exceed of Thirty-Nine Thousand Two Hundred and Seventy-Five Dollars and No Cents ($39,273.00) to install and take down the Holiday Lighting and Decorations for the Village for a period of three years, with two options of one (1) year each not to exceed five (5) consecutive years.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of October, 2021.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

ATTACHMENT A

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Mr. Nick Marano, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 9/30/2021

ITB#: RFP# 2021-12-011 **Item/Service:** Holiday Lighting and Decorations

Attach please find the tabulation and score sheets from the examiners: Fanny Carmona Dir. Parks and Recreation, Saylin Paez, Parks Event Manager and Missy Arocha, Village Clerk.

I. Procurement Comments:

Although all respondents were reputable, the examiners felt that Florida CDI, LLC d/b/a Christmas Designers is the Company that presented the best vision for holiday lighting and decorations for the Village.

II. Recommendation:

a. Which bid is being recommended? Florida CDI. LLC d/b/a Christmas Designers

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes _X_ No ____
If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes ____ No _X___

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held October 4, 2021.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

Village of Palmetto Bay
Tabulation -- RFP# 2021-12-011
Holiday Lighting and Decorations
Bid Open Date: August 25th, 2021 at 3:00pm

	Noel Christmas Lights	Christmas Designers	Plant Professionals
Proposal Checklist			
Experience working with County or local municipalities on Holiday Decorations	32	90	60
Years in Business as a Holiday Decorating Company	30	60	45
References from past work on Holiday Decorations	25	88	75
Proposal Sheet	40	50	52
TOTALS	127	288	232

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: August 5, 2021

Publication(s): Daily Business Review

ATTACHMENT B

Village of Palmetto Bay
Tabulation -- RFP# 2021-12-011
Holiday Lighting and Decorations
Bid Open Date: August 25th, 2021 at 3:00pm

	Noel Christmas Lights	Christmas Designers	Plant Professionals
Proposal Checklist			
Experience working with County or local municipalities on Holiday Decorations 30pts max	10	30	20
Years in Business as a Holiday Decorating Company 20pts max	10	20	15
References from past work on Holiday Decorations 30pts max	10	30	20
Proposal Sheet 20pts max	10	15	12
TOTALS	40	95	67

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: August 5, 2021

Publication(s): Daily Business Review

Examiner Name (Print): Saylin Paez Examiner Signature

Village of Palmetto Bay
Tabulation -- RFP# 2021-12-011
Holiday Lighting and Decorations
Bid Open Date: August 25th, 2021 at 3:00pm

	Noel Christmas Lights	Christmas Designers	Plant Professionals
Proposal Checklist			
Experience working with County or local municipalities on Holiday Decorations 30pts max	12	30	20
Years in Business as a Holiday Decorating Company 20pts max	10	20	15
References from past work on Holiday Decorations 30pts max	0	28	25
Proposal Sheet 20pts max	10	15	20
TOTALS	32	~~91~~ 93	80

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: August 5, 2021

Publication(s): Daily Business Review

Examiner Name (Print): Fanny Carmona Examiner Signature

Village of Palmetto Bay
Tabulation -- RFP# 2021-12-011
Holiday Lighting and Decorations
Bid Open Date: August 25th, 2021 at 3:00pm

	Noel Christmas Lights	Christmas Designers	Plant Professionals
Proposal Checklist			
Experience working with County or local municipalities on Holiday Decorations 30pts max	10	30	20
Years in Business as a Holiday Decorating Company 20pts max	10	20	15
References from past work on Holiday Decorations 30pts max	15	30	30
Proposal Sheet 20pts max	20	20	20
TOTALS	55	100	85

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: August 5, 2021

Publication(s): Daily Business Review

Examiner Name (Print): Missy Arocha Examiner Signature

Christmas Designers

Masters Of Commercial Decorating

VILLAGE OF PALMETTO BAY

Florida CDI, LLC / Christmas Designers
Joe Campbell – Director of Sales
3124 NW 16th Terrace, Pompano Beach, FL 33064
P: (954) 973-4225 F: (954) 973-0914

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Addendum received in connection with this Request for Proposal:

Addendum #1, Dated 8/20/21 _____ *Authorized Initials*

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 1: INTRODUCTION

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

INTRODUCTION LETTER

Florida CDI, LLC / Christmas Designers
3124 NW 16th Terrace
Pompano Beach FL, 33064
(954) 973-4225
www.ChristmasDesigners-FL.com

Florida CDI, LLC / Christmas Designers is a local organization. A merged partnership of 2 professional commercial holiday decorating companies in the State of Florida, Christmas Designers 40+ years in business and Holiday Illuminations 25+ years in business.

Our South Florida offices, located in both Broward and Palm Beach County, consist of 33 year-round employees and approximately 130 seasonal employees with a fleet of 40 truck vehicles during season. Our team is committed to performing all scopes of work with efficiency and on schedule.

We take service very seriously and have a dedicated Service Department working proactively to stay on top of all potential issues to reduce the Village of Palmetto Bays' need to call for service, if not eliminate it entirely. We also only use commercial grade light sets and bulbs which minimizes outages.

Our staff led by Kevin Long (Member) and Leonard Schulz (Member) are Joe Campbell (Project Manager/Director of Sales); John Catenaci (Designer); Chris Rapuzzi (Lighting Manager); Donald Howell (Operation Coordinator) Jorgen Tenor (Office Manager) and Sarah Knoess (Sales Assistant) all of whom are qualified and responsible for representing Florida CDI, LLC. Each member of this team can be reached at our office at 3124 NW 16 Terrace, Pompano Beach, Florida 33064 and through our main switch board at (954) 973-4225. Individual cell phone numbers can be provided upon request.

This proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
This proposal remains in effect for one-hundred and eighty (180) days.

Sincerely,

Director of Sales

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 2: EXPERIENCE

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

Christmas Designers

VILLAGE OF PALMETTO BAY EXPERIENCE/REFERENCES

With over 40 years of experience in the holiday lighting and decorating business in Florida, we have provided many customers with our services. Currently, we have 195 customers with multi-year contracts. For season we hire approximately 130 seasonal employees, many of them with several years' experience from earlier seasons with us, to accomplish all scopes of work successfully and within time frames.



City of Tavares –

Scott Aldrich, Community Services Manager – (352) 742-6477
Address: 201 E Main Street, Tavares, FL 32778
Email: saldrich@tavares.org
We have worked with City of Tavares for 3 years.
Installation of custom light ring displays, streetlight decorations, heavily wrapped branch trees, RGB Christmas Tree and palm trees along Main Street. Creating a magical experience for both locals and visitors boarding THE POLAR EXPRESS™ Train Ride. Installation to be complete prior to November 15th, work performed within time frames.
Project Budget: $+175,000.00
Key Personnel: Joe Campbell, Christopher J. Rapuzzi.

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.



Village of Bal Harbour –

Ramiro J. Inguanzo, Assistant Village Manager – (305) 993-7312
Address: 655 96th St, Bal Harbour, FL 33154
Email: ringuanzo@balharbourfl.gov
We have worked with Village of Bal Harbour for 4 years.
Installation of Christmas Tree, sign enhancers, streetlight decorations and tree lighting. Installation to be complete prior to November 10th, work performed within time frames.
Project Budget: $75,000.00
Key Personnel: Kevin Long, John Catenaci, Christopher J. Rapuzzi, Donald Howell.

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City of North Miami Beach –

Andrew P. Plotkin, Director of Park & Recreation – (305) 948-2957 ext. 2603
Address: 17011 NE 19th Avenue, Suite 315, North Miami Beach, FL 33162
Email: Andrew.plotkin@citynmb.com
We have worked with City of North Miami Beach for 3 years.
Lighting of palm trees. Installation to be completed prior to Thanksgiving, work always performed within time frames.
Project Budget: $+65,000.00
Key Personnel: Joe Campbell, John Catenaci, Christopher J. Rapuzzi, Donald Howell.

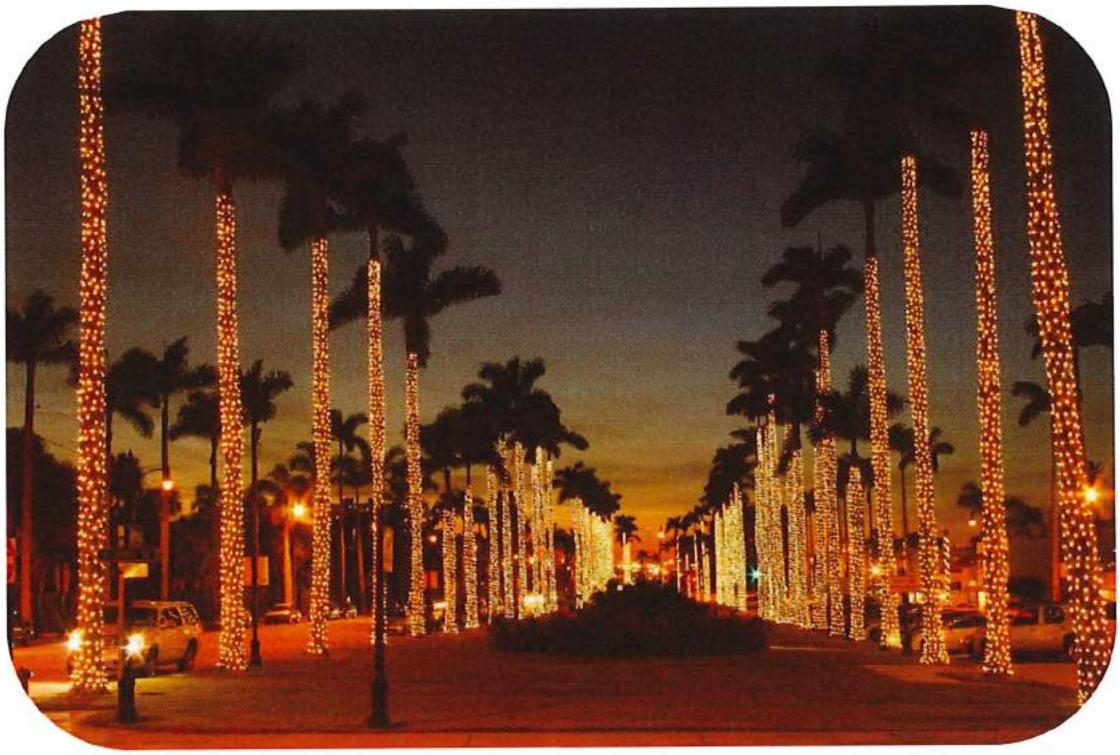
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West Palm Beach - DDA –

Catherine Ast, District Services Manager-WPB-DDA – (561) 833-8873
Address: 301 Clematis Street, Suite 200, West Palm Beach, FL 33401
Email: cast@downtownwpb.com
We have worked with the West Palm Beach – DDA for 19 years.
Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights. Installation to be completed prior to the first Saturday in December, work always performed within time frames.
Project Budget: $+100,000.00
Key Personnel: Leonard F. Schulz, Jr, Joe Campbell, John Catenaci, Christopher J. Rapuzzi, Donald Howell.

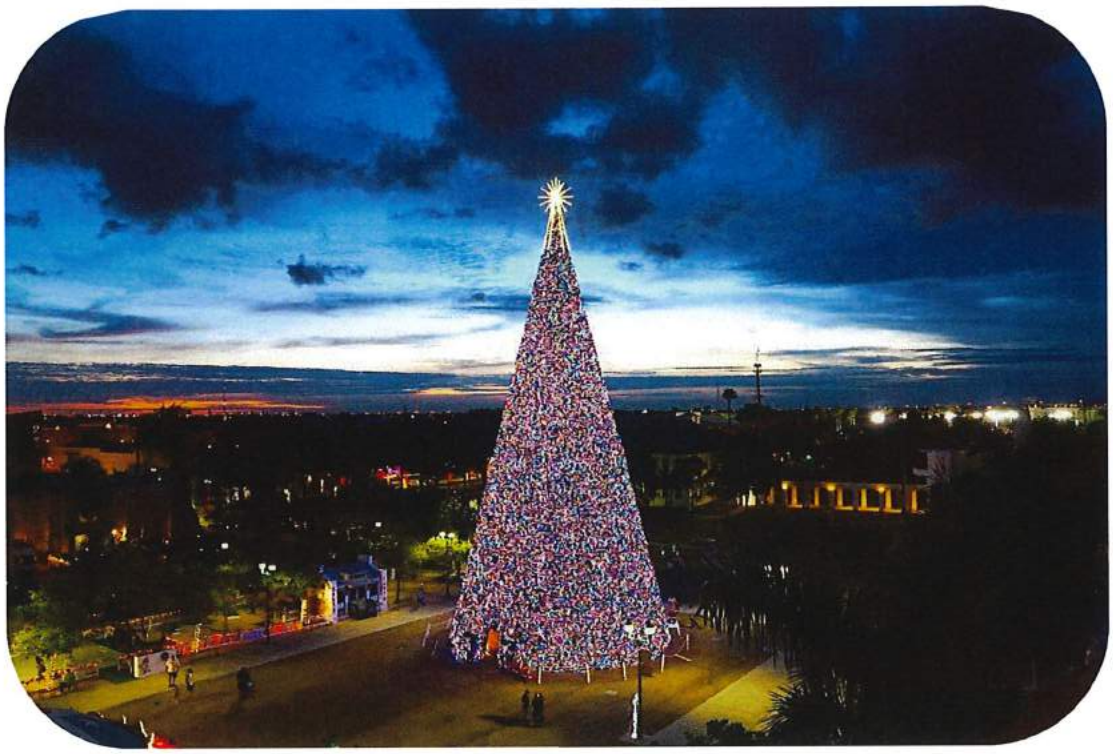
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Town of Palm Beach –

Brett Madison, Facility Maintenance Manager – (561) 838-5440
Address: 951 Old Okeechobee, Suite D, P O BOX 2029, Palm Beach, FL 33401
Email: bmadison@townofpalmbeach.com
We have worked with the Town of Palm Beach for 37 years.
Installation of Christmas Trees, streetlight decorations and tree lighting. 1 – 16' Christmas Tree Saturday prior to Thanksgiving, 1 – 16' & 1 – 40' Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day.
Work always performed within time frames.
Project Budget: $+90,000.00
Key Personnel: Joe Campbell, John Catenaci, Christopher J. Rapuzzi, Donald Howell.

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City of Delray Beach -

Isaac Kovner, Principal Engineer & Project Manager – (561) 2438-7341
Address: 434 S Swinton Ave, Delray Beach, FL 33444
Email: kovner@mydelraybeach.com
We have worked with City of Delray Beach for 3 years.
Installation of a 100' Christmas Tree, work completed in October.
Project Budget: $+120,000.00
Key Personnel: Leonard F. Schulz, Jr, John Catenaci, Christopher J. Rapuzzi, Donald Howell.

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City of Pembroke Pines –

Carol Campisi, Assistant Director of Recreation and Cultural Arts – (954) 392-2121 ext. 52121
Address: 601 City Center Way, Pembroke Pines, FL 33025
Email: ccampisi@ppines.com
We have worked with City of Pembroke Pines for 3 years.
Installation of a 30' Christmas Tree, garland swag decorations and tree lighting. Installation to be complete prior to November 17th, work performed within time frames.
Project Budget: $+15,000.00
Key Personnel: Joe Campbell, John Catenaci, Christopher J. Rapuzzi.

Additional references available upon request.

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 3: LITIGATION HISTORY

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

LITIGATION STATEMENT

I, Joe Campbell, Director of Sales and Representative of Florida CDI, LLC / Christmas Designers, do hereby declare that no litigation or regulatory action has been filed against Florida CDI, LLC / Christmas Designers in the last three (3) years.

Neither have I or any team members been involved in any litigation within the last five (5) years.

Joe Campbell
Representative

8.23.21
Date

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 4: INSURANCE REQUIREMENT

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

CDIENTE-01 BKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Lori B. Gleason PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: lgleason@callic.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Indian Harbor Ins. Co. — 36940
INSURED CDI Enterprises, LLC dba Christmas Designers 3124 NW 16th Terrace Pompano Beach, FL 33064	INSURER B : Ohio Security Insurance Company — 24082 INSURER C : National Union Fire Ins Co of Pittsburgh, PA — 19445 INSURER D : Insurance Company of the West — 27847 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU & Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER: $5,000,000 CAP Limit			ESG005675101	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAS59796790	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Coverage	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			BE034213775	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WFL505750800	10/1/2020	10/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP No. 2021-12-011 - Village Hall - 9705 E. Hibiscus St Palmetto Bay, Florida 33157 - Holiday Lighting and Decorations
The named insured entities include: Florida CDI, LLC, CDI Enterprises, LLC, and ChristmasDesigners.com, LLC. Certificate Holder is included as an additional insured for both ongoing and completed operations for general liability per forms CG2010 & CG2037, on a primary and non-contributory basis, auto liability, and excess liability when required by written contract. Waiver of subrogation applies to general liability, auto, workers' compensation, and excess liability when required by written contract. The excess liability coverage is over the general liability, automobile, and employers liability coverages. Cancellation: 30 days-notice of cancellation applies, except 10-days for non-payment of premium, as per policy terms and conditions

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 5: VILLAGE OF PALMETTO BAY REQUIRED FORMS

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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 Proposals will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 Proposal 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 Proposal, the employee will abide by the terms of the statement and will 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) 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 Vendor complies fully with the above requirements.

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC. / Christmas Designers

Date: 8-23-21

N/A

SUB-CONTRACTOR

Company shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Holiday Lighting and Decorations

RFP# 2021-12-011

Name of Proposer: Florida CDI, LLC / Christmas Designer

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Holiday Lighting & Tree - Install, Remove & Storage of Campus tree & lights [redacted] decor @ 3 park entrances

Initial Value of Contract: $18,404.00 Final Value of Contract: $ 51,000

Was the work performed timely: ✓ Yes ____ No

Was the work performed to acceptable quality standards: ✓ Yes ____ No

Would you enter into a contract with the vendor in the future? ✓ Yes ____ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ✓ Yes ____ No

Total number of change orders: Ø Were any contractor driven: N/A

Number of RFI's submitted by the vendor: Ø

If you responded no to any of the above, please provide details:

Great company to work with. Very responsive & address any issues immediately

Name of Public Entity/Company: City of Sunrise
Name of Individual completing this form: MARIA LITTLE
Signature: [signature] Title: DEPUTY DIRECTOR
Telephone: (954) 747-4660 Email: [redacted] mlittle@sunrisefl.gov
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Holiday Lighting and Decorations

RFP# 2021-12-011

Name of Proposer: Florida CDI, LLC / Christmas Designers

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Holiday lighting throughout downtown Tavares

Initial Value of Contract: $180,000 Final Value of Contract: $180,000

Was the work performed timely: X Yes ____ No

Was the work performed to acceptable quality standards: X Yes ____ No

Would you enter into a contract with the vendor in the future? X Yes ____ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ____ No

Total number of change orders: 0 Were any contractor driven: n/a

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above, please provide details:

Name of Public Entity/Company: City of Tavares
Name of Individual completing this form: Scott Aldrich
Signature: _____ Title: Community Services Director
Telephone: 352-742-6338 Email: saldrich@tavares.org
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Holiday Lighting and Decorations

RFP# 2021-12-011

Name of Proposer: Florida CDI, LLC / Christmas Designers

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:
Holiday Lighting installation, service and removal

Initial Value of Contract: $57,000 Final Value of Contract: $57,000

Was the work performed timely: X Yes ____ No

Was the work performed to acceptable quality standards: X Yes ____ No

Would you enter into a contract with the vendor in the future? X Yes ____No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ____ No

Total number of change orders: N/A Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above, please provide details:

Name of Public Entity/Company: Town of Davie
Name of Individual completing this form: Simone B. James
Signature: _____ Title: Special Events Coordinator
Telephone: 954-797-1076 Email: sjames@davie-fl.gov
Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Holiday Lighting and Decorations

RFP# 2021-12-011

Name of Proposer: Florida CDI, LLC / Christmas Designers

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Holiday Lighting

Initial Value of Contract: 68,250 Final Value of Contract: 68,250

Was the work performed timely: ✓ Yes ___ No

Was the work performed to acceptable quality standards: ✓ Yes ___ No

Would you enter into a contract with the vendor in the future? ✓ Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ✓ Yes ___ No

Total number of change orders: 2 Were any contractor driven: NO

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above, please provide details:

N/A

Name of Public Entity/Company: City of North Miami Beach

Name of Individual completing this form: Andrew Plotkin

Signature: [signature] Title: Director of Parks & Rec

Telephone: 305 949 2957 Email: Andrew.Plotkin@citynmb.com

Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC. / Christmas Designers

Date: 8.23.21

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Joe Campbell being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Florida CDI, LLC /Christmas Designers the Vendor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said Vendor/Vendor 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 Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8.23.21

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 23 day of, 2021, before me, the undersigned Notary Public of the State of Florida personally appeared Joe Campbell and whose name(s) is/are subscribed to the within Instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Gina Geiler

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

Notary Public State of Florida
Gina Marie Geiler
My Commission GG 226717
Expires 10/05/2022

☒ Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
☒ Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Joe Campbell

For Florida CDI, LLC / Christmas Designers

Whose business address is: 3124 NW 16th Terrace, Pompano Beach, FL 33064

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-1802328

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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 any agency or political subdivision of any other State or of the United States, Including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 another person, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to 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 any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8.23.21

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 23 day of, 2021, before me, the undersigned Notary Public of the State of Florida personally appeared Joe Campbell and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC STATE OF FLORIDA

Notary Public State of Florida
Gina Marie Geller
My Commission GG 226717
Expires 10/05/2022

NOTARY PUBLIC
SEAL OF OFFICE: Gina Geller

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

☒ Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

☒ Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Joe Campbell - Director of Sales

(print individual's name and title)

for: Florida CDI, LLC / Christmas Designers

(print name of entity submitting sworn statement)

whose business address is: 3124 NW 16th Terrace, Pompano Beach, FL 33064

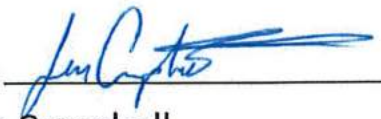
and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-1802328

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: 

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8.23.21

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 23 day of, 2021, before me, the undersigned Notary Public of the State of Florida personally appeared Joe Campbell and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Gina Marie Geiler
My Commission GG 226717
Expires 10/05/2022

NOTARY PUBLIC
SEAL OF OFFICE: Gina Geiler

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

~~o~~ Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

~~o~~ Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / VENDOR DISCLOSURE)

Vendor or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Vendor or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or proposal, if any Vendor or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Vendor or Vendor may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Joe Campbell - Director of Sales being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

81-1802328

Federal Employer Identification Number (If none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

Florida CDI, LLC

Name of Entity, Individual, Partners or Corporation

Christmas Designers

Doing Business As (If same as above, leave blank)

3124 NW 16th Terrace, Pompano Beach, FL 33064

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Kevin Long	3124 NW 16th Terrace, Pompano Beach, FL 33064	100 %
		%
		%

2. The full legal names and business address of any other individual (other than Sub-Vendor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A

CONTINUED ON FOLLOWING PAGE

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8-23-21

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 23 day of, 2021, before me, the undersigned Notary Public of the State of Florida personally appeared Joe Campbell and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Gina Marie Geiler
My Commission GG 226717
Expires 10/05/2022

NOTARY PUBLIC
SEAL OF OFFICE:

Gina Geiler

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

X Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

X Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Florida CDI, LLC / Christmas Designers (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay Holiday Lighting and Decorations, RFP# **2021-12-011**, 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 Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8.23.21

Attest: _____

Print Name: Jorgen Tenor

Attest: _____

Print Name: Sarah Knoess

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8.23.21

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 23 day of, 2021, before me, the undersigned Notary Public of the State of Florida personally appeared Joe Campbell and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Gina Marie Geller
My Commission GG 226717
Expires 10/05/2022

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC
SEAL OF OFFICE: Gina Geiler

(Name of Notary Public: Print, Stamp or Type as commissioned.)
x Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
x Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

NO

Executed on 8.23.21 at 3:30 pm under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Joe Campbell

Title: Director of Sales

Vendor: Florida CDI, LLC / Christmas Designers

Date: 8-23-21

E-VERIFY
AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

I, Joe Campbell (the individual attesting below), being duly authorized byand on behalf of Florida CDI, LLC / Christmas Designers (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES X
   b. NO ____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 23rd day of August, 2021.

Signature of Affiant

Print or Type Name: Joe Campbell

State of Florida

County of Broward

CONTINUED ON FOLLOWING PAGE



Signed and sworn to (or affirmed) before me, this the 23 day of August, 2021.

My Commission Expires: 10/05/2022

Seal

Notary Public

NHCS – E-Verify 081815

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FLORIDA CDI, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3124 NW 16TH TERRACE

Requester's name and address (optional)

6 City, state, and ZIP code
POMPANO BEACH, FL 33064

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
8	1	-	1	8	0	2	3	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Stephanie G Date ▶ 01.17.2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 6: ADDENDA

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

August 20, 2021

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: RFP# 2021-12-011
Holiday Lighting and Decorations

ADDENDUM NO. 1

Prospective Respondent,

This Addendum forms a part of the RFP Package Document dated August 25th, 2021, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Question: Brandano; Do you have a specific budget that you are trying to stick to?

Response: Although there is no set budget, the Village has a projected cost of $ 30,000.00.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result as a rejection to your proposal.

Thank you for your participation in our solicitation process.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1
Amendment of RFP# No.: 2021-12-011
Title of RFP: Holiday Lighting and Decorations

Name of Bidder Florida CDI, LLC / Christmas Designers

Date Addendum Received 8/20/2021

Total Pages of Addendum including Acknowledgement 2

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result as a rejection to your proposal.

Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 7: PROPOSAL SHEET

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

PROPOSAL SHEET

RFP# 2021-12-011 Holiday Lighting and Decorations

Location : Outside Village Hall, Court Yard and Promenade Entrance

To include:

1. Lighting for Courtyard Palm Trees	$10,344.00
2. 20' Christmas Tree for Courtyard	$9,820.00
3. Village Hall Entrance and Façade	$2,968.00
4. Ground Displays: Menorah, Nativity, **(2) Soldiers, Kawanza Candle, Santa Sleigh and (3) Reindeers	$8,930.00

** or equivalent

Franjo Road (Main Street) and Roundabout

To include:

24" lighted decoration on every third light pole With LED Warm White Light	$3,667.00
Roundabout on Franjo Rd. & 181st Place Holiday structure (tree, ornament, etc...) about 15' to 20' High that compliments the decorations on the light-poles	$3,544.00

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

Joe Campbell

Name: (Please Print)

Director of Sales 8.23.21

Offeror Signature Title: Date:



Christmas Designers

Masters Of Commercial Decorating

Village of Palmetto Bay
RFP #2021-12-011

TAB 8: HOLIDAY PROGRAM

www.ChristmasDesignersfl.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◆ (800) 432-5139 ◆ (954) 973-4225

LEGEND
Explanation of symbols on Cost Recap Page

HOLIDAY PROGRAM 2021-2023



VILLAGE OF PALMETTO BAY

RFP NO. 2021-12-011

www.ChristmasDesigners-FL.com

a:3124 NW 16th Terrace, Pompano Beach FL 33064 p:(954) 973-4225 f:(954) 973-0914

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PROPOSAL

VILLAGE OF PALMETTO BAY
RFP NO. 2021-12-011
Holiday Program 2021-2023

AREA 1 – COURTYARD



For each of the eight (8) Medjool Palms, we will wrap up the trunks with seven (7) **Pure White** Commercial connect LED 70 light 4" spacing light sets and light up the fronds with eighteen (18) **Green** LED Frond Sets.

56	LED 70 light 4" spacing light sets CC Pure White	$ 1,792.00
144	LED Frond Sets **Green**	$ 4,032.00
	Equipment Charge	$ 1,440.00

For each of the ten (10) Bismarck Palms, we will wrap up the trunks with seven (7) **Pure White** Commercial connect LED 70 light 4" spacing light sets and at the top do a 12" Color Band using two (2) **Green** Commercial connect LED 70 light 4" spacing light sets.

70	LED 70 light 4" spacing light sets CC **Pure White**	$ 2,240.00
20	LED 70 light 4" spacing light sets CC **Green**	$ 640.00
	Equipment Charge	$ 200.00

We will install one (1) 20' Majestic Mountain Pine Tree lit with 5mm **Pure White** wide angle conical LED lights, located by the Statue, decorated in Colors of the Holiday with a 3' LED **Pure White** Snowburst tree topper.

1	20' Majestic 5mm **PW** decorated in COTH w/3' **PW** Topper	$ 9,275.00
1	Victorian Tree Fence – 6 - 2way Posts & 6 - 8' Sections	$ 545.00

TOTAL AREA 1 **$ 20,164.00**

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AREA 2 – VILLAGE HALL ENTRANCE & FAÇADE



We will install a total 100' of C7 12" spacing white cord light line with **Pure White** LED bulbs along the front of the building.

100'	C7 12" spacing white cord light line with **Pure White** LED bulbs	$ 700.00

We will install ten (10) 9' x 14" LED **Pure White** Garland, located along the façade, decorated in Colors of the Holiday with thirteen (13) 18" Red Glitter Bows.

10	9' x 14" LED Garland **PW** decorated in COTH	$ 1,800.00
13	18" Red Glitter Bow	$ 468.00

TOTAL AREA 2 **$ 2,968.00**

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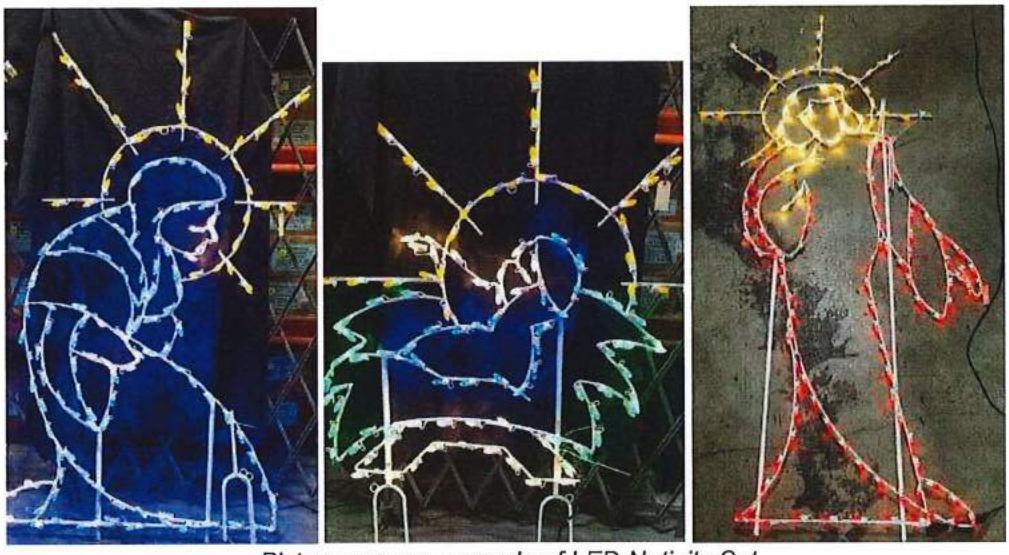
AREA 3 – GROUND DISPLAYS



Pictures are an example of LED Silhouette Menorah Display

We will install a variety of LED Holiday Ground Mounted Displays.

1	8' LED Silhouette Menorah	$ 1,200.00
1	8' LED Silhouette Kinara	$ 1,200.00



Pictures are an example of LED Nativity Set

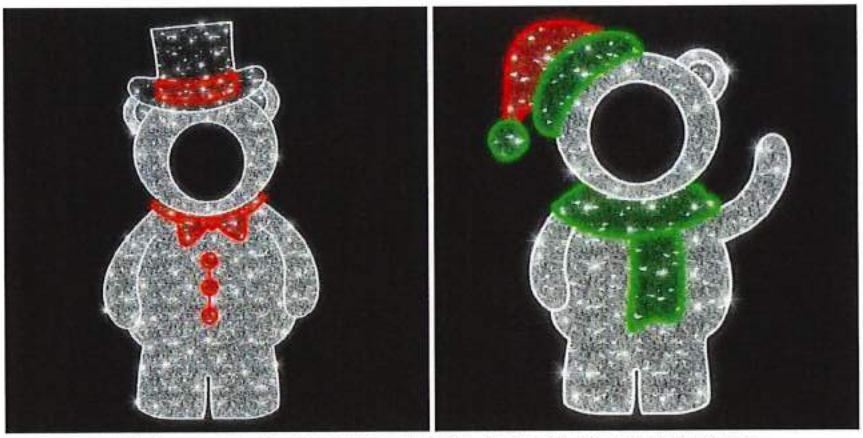
1	LED Silhouette Nativity Set – Mary, Joseph & Jesus	$ 1,800.00

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Pictures are an example of LED Silhouette Santa & Glitter Mesh Deer

1	9.5' LED Silhouette Santa	$ 950.00
2	11.7' LED Glitter Mesh Standing Deer Display	$ 2,400.00



Pictures are an example of LED Bear Photo Op Displays

1	7.5' LED 2D Father Bear Photo Op Display	$ 840.00
1	5.2' LED 2D Baby Bear Photo Op Display	$ 540.00

TOTAL AREA 3 **$ 8,930.00**

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AREA 4 – FRANJO ROAD (MAIN STREET)



Picture is an example of location placement

For each of the two (2) Sylvester Palms, we will wrap up the trunks with nine (9) **Pure White** Commercial connect LED 70 light 4" spacing light sets and light up the fronds with eighteen (18) **Green** LED Frond Sets.

18	LED 70 light 4" spacing light sets CC **Pure White**	$ 576.00
36	LED Frond Sets **Green**	$ 1,008.00
	Equipment Charge	$ 360.00



Picture is an example of proposed décor

For the Roundabout, we will install one (1) 21' LED **Pure White** Green PVC Garland Tree.

1	21' LED Green PVC Garland Tree – **PW** lights	$ 1,600.00

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Picture is an example of proposed décor

For nineteen (19) of the fifty-six Light Poles, located from US1 & SW 97th Ave to SW 184th St, we will decorate every third pole with one (1) 25' LED Green PVC Garland with a 24" Red Glitter Bow on top.

19	25' LED Green PVC Garland – **PW** Lights w/24" Red Glitter Bow	$ 3,667.00

TOTAL AREA 4 **$ 7,211.00**

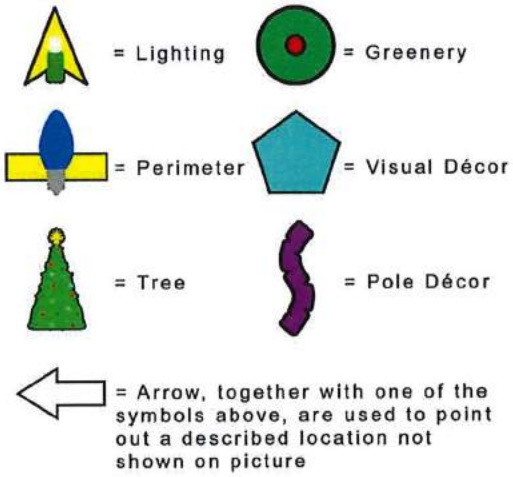
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COST RECAP

VILLAGE OF PALMETTO BAY
RFP NO. 2021-12-011
Holiday Program 2021- 2023

Area 1 – Courtyard	$ 20,164.00
Area 2 – Village Hall Entrance	$ 2,968.00
Area 3 – Ground Displays	$ 8,930.00
Area 4 – Franjo Road (Main Street)	$ 7,211.00
Service of Lights – Light up through December 31st per season	**NO CHARGE**
TOTAL VILLAGE OF PALMETTO BAY PER SEASON	**$ 39,273.00**

LEGEND
Explanation of symbols



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ELECTRICAL SPECIFICATIONS

VILLAGE OF PALMETTO BAY
RFP NO. 2021-12-011
Holiday Program 2021- 2023

- ⓘ 110-120 Constant voltage under load **REQUIRED.**
- ⓘ All Amperage quoted at actual draw.
- ⓘ **CUSTOMER** is responsible for providing 115 VAC power outlets within **twenty-five (25')** of lighting area and/or lighted décor.
- ⓘ Reasonable hardware and power cords up to twenty-five (25') are **included.**
- ⓘ Christmas Designers is **NOT RESPONSIBLE** for outages due to ground fault interrupters (GFCI) or INSUFFICIENT ELECTRICAL REQUIREMENTS.

AREA 1 – COURTYARD
TOTAL AMPS AREA 1 **18.70 amps**

AREA 2 – VILLAGE HALL ENTRANCE
TOTAL AMPS AREA 2 **2.54 amps**

AREA 3 – GROUND DISPLAYS
TOTAL AMPS AREA 3 **22.00 amps**

AREA 4 – FRANJO ROAD (MAIN STREET)
TOTAL AMPS AREA 4 **8.29 amps**

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AGENDA ITEM

14H

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO RENEW A PRE-EXISITING FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village of Palmetto Bay is desirous of renewing an Interlocal Agreement with the Miami-Dade County Film Office in order to facilitate commercial production of film and photography activities within the boundaries of the Village; and

WHEREAS, as the Miami-Dade County Film Office has offered to extend a pre-existing Agreement with the Village for a one-stop permitting process, including issuing the permits and securing all required documents, including insurance certificates; and

WHEREAS, entering into a renewal of an Interlocal Agreement with Miami-Dade County Film Office ensures that the Village will be informed of all production activity on both private and public property and be able to approve and disapprove the production under guidelines to be established by Ordinance; and

WHEREAS, under this Agreement, Miami-Dade County will nationally market the Village of Palmetto Bay as a viable film production location; and

WHEREAS, the intent of the Miami-Dade County Film Office and the Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the coordination of film events in Palmetto Bay.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Village Manager is hereby authorized to execute an extension to a pre-existing five (5) year Interlocal Agreement with Miami-Dade County Film Office for Film Permitting, as attached hereto as Exhibit A.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of October 2021.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

INTERLOCAL AGREEMENT
FILM PERMITTING

MIAMI-DADE COUNTY – VILLAGE OF PALMETTO BAY

WHEREAS, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office") and the Village of Palmetto Bay.

WHEREAS, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

WHEREAS, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf:

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the Village of Palmetto Bay hereto agree as follows:

1. Purpose: The Village of Palmetto Bay hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize Village facilities and services as authorized by the Village.

2. Term: The Village grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this agreement by both parties.

3. Option to Renew: The County or the Village of Palmetto Bay may, upon written notice to the other, thirty (30) days prior to the expiration of this agreement, renew this agreement for a period of five years.

4. Cancellation: This agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.

5. Liaison: The Village of Palmetto Bay will appoint a representative to act as liaison to the Film Office, and who will coordinate Village facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the Village.

6. Advance Notice: The County agrees to provide written notice to the Village of Palmetto Bay, via phone, email, facsimile and U.S. mail, of requests for Village facilities or services within one working day of receipt of the request from a production company for such service. The Village retains the right to deny issuance of a permit based on insufficient advance notice.

7. Insurance: The County, through its Film Office agrees to obtain from any production company issued a permit for the City, an insurance certificate, naming the Village as additionally insured, in the amount of one million dollars ($1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the Village has not waived said requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the Village as an additional insured in the amounts described above.

8. Refusal: The Village Mayor in his/her discretion maintains the right to reject any permit application if the Village Mayor determines that it would not be in the best interest of the Village to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

9. Non Exclusive Rights: The Village of Palmetto Bay retains the right to issue authorization to any production company directly and without notice to the Film Office.

10. Priority Service Consideration: The County agrees that Village services will be given first right to provide support service to production companies which are utilizing Village property.

11. Guidelines: The Village of Palmetto Bay agrees to provide in writing, Guidelines to govern the issuance of permits issued on the Village's behalf. These Guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

12. Facilities: The Village of Palmetto Bay agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the Village may own or control and may be requested by a production company.

13. Collections: The Village of Palmetto Bay agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the Village under this section, provided the Village has notified the County of such unpaid fees or charges.

14. Hold Harmless: The Village of Palmetto Bay agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the Village, where the permit was issued with the appropriate authorization of the Village's Liaison.

15. Cooperative Marketing: The County agrees to include the Village in any cooperative marketing material which may be issued from the Film Office, and the terms and costs will be determined at the time of production. Further, the County agrees to list the Village by name in any reference to "one stop Permitting and its participating municipalities."

16. Facility Photo File: The Village agrees to provide the County with photographs of available areas or facilities which the City wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the Village, County and South Florida to the film industry.

17. Notice: All legal notices regarding this agreement must be sent to the following address:

Miami - Dade County
Deputy Mayor Jack Osterholt
Attn: Office of Film & Entertainment
111 NW 1st Street, 12th Floor
Miami FL 33128

Village of Palmetto Bay
Village Mayor
9705 East Hibiscus
Palmetto Bay, Florida 33157

18. This agreement may be amended only by the mutual written consent of both parties.

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

ATTEST:

Harvey Ruvin, Clerk
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

BY_____
Clerk

BY_____
Mayor Carlos A. Gimenez

Approved as to form _____
County Attorney

ATTEST:

Village of Palmetto Bay
Pursuant to Resolution 2017-002

BY _____
City Clerk

BY _____
Village Mayor

Approved as to form _____
Village Attorney