

# MIAMI BEACH

## City Commission Meeting SUPPLEMENTAL MATERIAL 3

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive  
July 17, 2013

Mayor Matti Herrera Bower  
Vice-Mayor Edward L. Tobin  
Commissioner Jorge R. Exposito  
Commissioner Michael Góngora  
Commissioner Jerry Libbin  
Commissioner Deede Weithorn  
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales  
City Attorney Jose Smith  
City Clerk Rafael E. Granado

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### ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

### SUPPLEMENTAL AGENDA

#### C2 - Competitive Bid Reports

C2A Request For Approval To Authorize The Issuance Of A Requests For Proposals (RFP) For Design/Build Services For Right-Of-Way Infrastructure Improvement Program No. 8B - Lower North Bay Road.

(Capital Improvement Projects)  
(Memorandum)

C2J Request Approval To Renew, In Some Cases Retroactively, Contracts For Routine Operational Requirements.

(Procurement)  
(Revised Memorandum)

**C7 - Resolutions**

C7E A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Qualifications (RFQ) No. 251-2013TC, For Design/Build Services For Neighborhood No. 13: Palm & Hibiscus Islands Right-Of-Way Infrastructure Improvement Project; And Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm, Lanzo Construction Co. Florida, A Miami Beach-Based Vendor; And Further Authorizing The Mayor And City Clerk To Execute An Agreement For Pre-Construction Services Upon Completion Of Successful Negotiations.

(Capital Improvement Projects)  
**(Memorandum & Resolution)**

C7S A Resolution Approving And Authorizing The City Manager To Execute An Agreement Between The City And The Florida Department Of Transportation (FDOT), For The FDOT To Install, Maintain, And Operate A Global Positioning System (GPS) Reference Station Which Includes Antenna, Receiver, And Communication Equipment At The Tennis Center Building In Flamingo Park, Located At 1200 Meridian Avenue.

(Public Works)  
**(Memorandum of Agreement)**

C7U Approve Assignment To Existing Agreements Between The City And Corzo Castella Carballo Thompson Salman, P.A. ("C3TS") (As Assignor), To Stantec Consulting Services Inc. (As Assignee):

1. A Resolution Approving An Assignment To The Existing Agreement Between The City And Corzo Castella Carballo Thompson Salman, P.A. (C3TS Or Assignor) For The Establishment Of A Pre-Approved List Of Professional Construction Engineering And Inspection (CEI) Firms To Provide Various CEI Services On An "As Needed" Basis To Stantec Consulting Services Inc. (As Assignee); With Such Assignment To Be Retroactively Effective To November 30, 2012.
2. A Resolution Approving An Assignment To The Existing Agreement Between The City And Corzo Castella Carballo Thompson Salman, P.A. (C3TS Or Assignor) For A Design Criteria Professional To Prepare The Design Criteria Package For The Palm And Hibiscus Neighborhood Right-Of-Way Improvement Project To Stantec Consulting Services Inc. (As Assignee); With Such Assignment To Be Retroactively Effective To November 30, 2012.
3. A Resolution Approving An Assignment To The Existing Agreement Between The City And Corzo Castella Carballo Thompson Salman, P.A. (C3TS Or Assignor) For A Design Criteria Professional To Prepare The Design Criteria Package For The Sunset Islands 3 & 4 Neighborhood Right-Of-Way Improvement Project To Stantec Consulting Services Inc. (As Assignee); With Such Assignment To Be Retroactively Effective To November 30, 2012.
4. A Resolution Approving The Assignment Of The Contract For Professional Construction Engineering And Inspection (CEI) Firms To Provide Various CEI Services On An "As Needed" Basis (No. 52-11/12) Between The City And Corzo Castella Carballo Thompson Salman, P.A. ("C3TS") (As Assignor), To Stantec Consulting Services Inc. (As Assignee); Upon Completion Of Successful Negotiations.

(Procurement)  
**(Resolutions)**

**C7 - Resolutions** (Continued)

C7GG A Resolution Approving A Contract Award, Pursuant To Invitation To Bid No. 173-2013TC, For The Reconstruction Of Surface Parking Lots 12X And 17X, In The Amount Of \$573,000, Plus A Contingency Amount Of \$57,300; With Previously Appropriated Funding In The Amount Of \$605,244 From 480 - Parking Operations Fund; And A Contingency Amount Of \$25,056 From 480 - Parking Operations Fund, Subject To Appropriation Through The Fiscal Year 13/14 Capital Budget Process, For A Total Amount Of \$630,300.

(Capital Improvement Projects/Procurement)

**(Resolution)**

**(Formerly item C2D)**

**R5 - Ordinances**

R5A An Ordinance Amending Miami Beach City Code Chapter 38 Entitled "Elections," By Including Reference To Applicable Statutory Provisions Of Florida Election Code; Correcting Typographical Errors; Amending City Code Section 38-4 To Provide For Commission Canvassing Of Election Returns On The First Business Day Immediately Following The County Supervisor Of Election's Issuance Of Final Election Returns And Confirming Authorization Of Emergency Commission Action Taken At Any Commission Meeting Occurring Between General Election Date And Acceptance Of Final Run-Off Election Returns; Amending City Code Section 38-6 By Establishing The Number Of Days For Early Voting Relative To City General, Run-Off And Special Elections Upon City Commission Authorization Of Early Voting, And Authorizing City Commission To Change Early Voting Schedule For Elections Not Held In Conjunction With County Or State Elections; And Creating City Code Section 38-7 Entitled "Petitions" Establishing Information To Be Provided By Petition Circulators And Persons Signing Initiative, Referendum And/Or Recall Petitions; Providing For Repealer, Severability, Codification, And An Effective Date. **10:15 a.m. Second Reading Public Hearing**

(Requested by Neighborhood/Community Affairs Committee)

(Legislative Tracking: City Attorney's Office)

(First Reading on June 5, 2013)

**(Estimates from the Miami-Dade Elections Department)**

**R7 - Resolutions**

R7H Reject Bids Received For 6th Street, 53rd Street Restrooms And Ocean Rescue Office, And Approve GMP Amendment

1. A Resolution Rejecting All Bids Received, Pursuant To Invitation To Bid No. 176-2013TC, For The Construction Of The 6th Street Restrooms, 53rd Street Restrooms, And Ocean Rescue Office.
  
2. A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Guaranteed Maximum Price (GMP) Amendment No. 1, To The Pre-Construction Services Agreement With Thornton Construction Company, Inc., For The Construction Of 1.) The 6th Street Restrooms, In The Amount Of \$614,322, Plus An Owner's Project Contingency Of \$30,716, For A Total Of \$645,038; 2.) 53rd Street Restrooms And Ocean Rescue Building In The Amount Of \$586,171, Plus An Owner's Contingency Of \$30,543, And 3.) The Provision Of A Temporary Office Trailer For Ocean Rescue, In The Amount Of \$24,704, For A Total Of \$641,418; All For A GMP Total Of \$1,225,197, With Owner's Contingency Of \$61,259, For A Grand Total Of \$1,286,456; With Previously Appropriated Funding In The Amount Of \$535,367 From SP Post RDA CDT And Municipal Resort Tax Fund 388, \$109,671 From SB Quality Of Life Resort Tax Fund 305, \$641,418 From Capital Projects Not Financed By Bonds Fund 301.

(Capital Improvement Projects/Procurement)

**(Resolutions)**

R7M A Resolution Calling For A Special Election To Be Held On Tuesday, November 5, 2013, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach A Question Asking Whether City Charter Section 1.03(B) Requiring Majority Voter Approval Before The City's Sale, Lease Exceeding Ten Years, Exchange Or Conveyance Of Convention Center Parking Lots Should Be Changed To Require 60% Voter Approval Instead, And To Include "Convention Center Campus" (All City-Owned Property Within Civic And Convention Center District Except Convention Center And Carl Fisher Clubhouse) Within The Category Of City-Owned Properties Subject To 60% Voter Approval Requirement, And Clarifying That This Charter Change Is Inapplicable To The "Convention Center Project" Ballot Question (To Be Presented Simultaneously On The November 5, 2013 Ballot).

(City Attorney's Office)

**(Revised Memorandum & Resolution)**

**Condensed Title:**

Request for Approval to Authorize the Issuance of a Request for Proposals (RFP) for Design/Build Services for Right-of-Way Infrastructure Improvement Program No. 8B – Lower North Bay Road.

**Key Intended Outcome Supported:**

Maximize efficient delivery of services

**Supporting Data (Surveys, Environmental Scan, etc.):** The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as “excellent” or “good.”

**Item Summary/Recommendation:**

The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road.

The Design Build Firm (DBF) will be responsible for the design, permitting, construction, construction management, and resident project representative services associated with earthwork, roadway, pavement restoration, sidewalk re-construction, water main and water services installation, sanitary sewer lining, storm drainage infrastructure installation, streetlight wiring upgrades, and streetscape / planting improvements for Neighborhood 8B – Lower North Bay Road Improvement Project.

The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect “lessons learned” and improvements added by past and current projects. The DBF will also prepare and obtain all the necessary permits needed by the updated and new design.

The work to be performed under this Contract shall also consist of providing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the completion and proper design and construction of the work in good faith shall be provided by the DBF.

**RECOMMENDATION**

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP for design/build services for Right-of-Way Infrastructure Improvement Program No. 8B –Lower North Bay Road.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account
1	N/A	
OBPI		
Total		

Financial Impact Summary: N/A

**City Clerk's Office Legislative Tracking:**

David Martinez, ext. 6972

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
DM AD	M KGB	JLM

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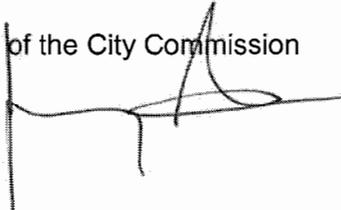


# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: July 17, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

### ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

### BACKGROUND

On May 16, 2001, the City of Miami Beach (City) adopted Resolution No. 2001-24387, approving and authorizing the execution of an agreement with CH2M HILL, Inc. (CH2M HILL) for professional services for the Right-of-Way (ROW) Infrastructure Improvements Program for Neighborhood No. 8 – Bayshore and Sunset Islands project pursuant to Request for Qualifications (RFQ) No. 134-99/00. The agreement included planning, design, and construction administration services for the collective Bayshore Neighborhoods which was originally one (1) project and was subsequently separated into five (5) individual projects via amendments to the original agreement. These five projects included Central Bayshore Neighborhood (Package 8A), Lower North Bay Road Neighborhood (Package 8B), Lake Pancoast Neighborhood (Package 8C), and the Sunset Islands (Packages 8D and 8E).

On April 9, 2003, the City Commission approved the Basis of Design Report (BODR), completed and submitted by CH2M HILL for the Neighborhood No. 8 Bayshore / Sunset Islands Project. This BODR was the culmination of a comprehensive planning effort that included input from and reviews by residents, various City Departments, and the Design Review Board (DRB).

On December 8, 2010, the Mayor and City Commission adopted Resolution No. 2010-27567, approving a contract award to Trans Florida Development Corporation (TFDC), pursuant to Invitation to Bid No. 2-09/10, for the construction of the Right-of-Way Infrastructure Improvement Program Bayshore Neighborhood No. 8B, Lower North Bay Road project.

On October 31, 2012, the City terminated the contract with TFDC for the Bayshore Neighborhood 8B – Lower North Bay Road Project for convenience.

City staff determined it would be prudent to re-evaluate the current design using the 'Storm Water Design Guidelines' from the Public Works Department together with the 2011 Storm Water Master Plan, to update the current design. In lieu of further providing an amendment granting additional professional services to CH2M HILL and in the best interest of the residents,

staff recommends proceeding in a Design Build fashion to achieve those necessary improvements to the design.

### **SCOPE OF SERVICES**

The Design Build Firm (DBF) will be responsible for the design, permitting, construction, construction management, and resident project representative services associated with earthwork, roadway, pavement restoration, sidewalk re-construction, water main and water services installation, sanitary sewer lining, storm drainage infrastructure installation, streetlight wiring upgrades, and streetscape / planting improvements for Neighborhood 8B – Lower North Bay Road Improvement Project. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road. A Design Criteria Package (DCP) has been prepared by the City's Public Works Department which defines the necessary modifications, updates, and additions to the existing CH2M HILL construction drawings and technical specifications.

The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect "lessons learned" and improvements added by past and current projects

The DBF will also prepare and obtain all the necessary permits needed by the updated and new design.

The work to be performed under this Contract shall also consist of providing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the completion and proper design and construction of the work in good faith shall be provided by the DBF.

### **MINIMUM QUALIFICATIONS**

In order to be deemed responsive, Proposers must meet the minimum requirements set forth herein. Non-responsive proposals will be disqualified from consideration.

1. Proposers must be licensed as a general contractor or underground utility contractor in the State of Florida
2. Proposers must have completed three (3) projects similar in size and scope valued at least at \$8 million each in the past ten (10) years approximately
3. For the design component, Proposers must have completed five (5) similar projects in the past ten (10) years approximately.
4. The Proposer must submit documentation acceptable to the City that the Final Design team member is pre-qualified under Miami-Dade County Department of Procurement for the following categories:
  - 3.02 - Highway Systems – Highway Design
  - 3.09 – Highway Systems – Signing, Pavement Marking, Channel
  - 3.10 – Highway Systems – Lighting
  - 6.01 – W & S System – Water Distribution and Sanitary Sewage Collection

- 6.02 – W&S – Major Water & Sewer Pumping Facility
  - 10.01 – Environmental Engineering – Stormwater Drainage Design
  - 16.00 – General Civil Engineering
5. The Proposer must submit documentation acceptable to the City that the Construction team member is qualified under the State of Florida Department of Business and Professional Regulation for the following categories:
- Grading
  - Drainage
  - Paving
  - Grassing, Seeding, and Sodding
  - Water and Sewer

### **MINIMUM DOCUMENTATION SUBMITTAL REQUIREMENTS**

#### **1. FORMAT FOR SUBMITTAL**

Each Proposer must submit a proposal package that will consist of the following:

- Proposer Qualifications/Methodology: This section will outline the approach to the project and explain the Proposer's understanding of the scope and challenges that the project entails. The technical package will also include a project schedule and a completed risk assessment plan.
- Price Proposal in the format presented in Section 00408 in a separate sealed envelope. This will indicate the total cost for the project.

Proposers may not dictate the circumstances under which the documents are deemed to be confidential. Only the State Legislature may determine which public records are subject to disclosure and which are not. Moreover, a private party cannot render public records exempt from disclosure merely by designating as confidential the material it furnishes to the City. The desire of the private party to maintain privacy of certain materials filed with the City is of no consequence unless such materials fall within a legislative created exemption to Chapter 119, Florida Statutes.

#### **2. CONTENTS OF QUALIFICATION STATEMENT**

Proposal packages must contain the following documents, each fully completed, and signed as required. Proposal packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Proposal Price form. Proposer must submit the documentation within three (3) calendar days upon request from the City, or the proposal may be deemed non-responsive. Non-responsive proposal packages will receive no further consideration.

2.1 IDENTIFICATION PAGE AND TABLE OF CONTENTS: Proposer shall provide an Identification Page including the following information:

- 2.1.1 Name of Proposer. (Note: if co venture, specify)
- 2.1.2 Address of submitting Proposer. (Note: if co venture, specify)

- 2.1.3 E-mail address for the appropriate contact person at the submitting company.
  - 2.1.4 Phone number and facsimile number of submitting Proposer.
  - 2.1.5 Federal Tax Identification Number for submitting Proposer.
  - 2.1.6 Declaration regarding company organization, whether as Corporation, Partnership, or other. (Note: if co venture, specify)
  - 2.1.7 Signature of an officer or other individual of the submitting Proposer who has the authority to bind said Proposer.
  - 2.1.8 Printed name of the authorized signing officer or other individual.
  - 2.1.9 Title of the authorized signing officer.
  - 2.1.10 Date of signature.
  - 2.1.11 Table of Contents.
- 2.2 PROJECT TEAM: It is a requirement of the project that the Proposer, staff the project with competent individuals, and qualified supervisory personnel. To that end, the Proposer shall provide:
- 2.2.1 An organizational chart listing the proposed key personnel, their qualifications and their roles in the project, resumes which shall include educational background, work experience, employment history, and any other pertinent information. Where applicable, proposed team members shall also submit current and valid certifications and/or licenses for their individual scope of supervision. At a minimum, the Proposer shall include the following proposed project team members:
    - 2.2.1.1 Project Manager
    - 2.2.1.2 Final Design Manager
    - 2.2.1.3 Final Design Engineer(s)
    - 2.2.1.4 Construction Superintendent
    - 2.2.1.5 Underground Utility Superintendent Foreman
  - 2.2.2 A staffing plan that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, design, construction, inspection and administrative services required. The staffing plan should indicate the availability of the personnel proposed to work on the Project. The staffing plan should also indicate the name of the individual who will serve as the primary contact with City. Proposer shall clearly detail the role of all of the Sub-consultants and/or Sub-contractors proposed for the Project.
- 2.3 RESIDENTIAL STREETScape EXPERIENCE: Each Proposer shall demonstrate their experience in the Final Design and Construction of neighborhood streetscape or residential redevelopment projects, including approximately ten (10) years of experience in Right of Way (ROW) and infrastructure improvements, which may consist of the following components:
- 2.3.1 Design and construction of roadways, including pavement markings and signing;
  - 2.3.2 Design and construction of site concrete work such as curb and gutter and sidewalk construction;
  - 2.3.3 Design and construction of stormwater collection and disposal facilities; including pumping stations

- 2.3.4 Design and construction of underground utilities, i.e. water distribution and sanitary sewer collection;
- 2.3.5 Design and construction of landscaping features;
- 2.3.6 Design and construction of irrigation system.
- 2.3.7 Design and construction of street lighting system.
- 2.3.8 Each Proposer shall furnish a list of all projects demonstrating experience encompassing the above referenced components. Projects must illustrate familiarity with all of the following aspects: underground utility construction; storm water collection and disposal; and site concrete work. All projects must demonstrate experience within existing traveled roads where traffic must have been maintained. Projects must have a minimum value of \$1,000,000 each. In order to properly evaluate the proposals, the City requests that each Proposer submit project references for previous projects completed within the last five (5) years that include the following information and components:
  - 2.3.8.1 Project name
  - 2.3.8.2 Project location
  - 2.3.8.3 Brief description of work performed
  - 2.3.8.4 Names, addresses, telephone number, fax number, and contact name for the following:
    - 2.3.8.4.1 Owner or Agency
    - 2.3.8.4.2 Architect or Landscape Architect, or Engineering Consultant
    - 2.3.8.4.3 General Contractor (if work performed as a Sub Contractor)
    - 2.3.8.4.4 Name of General Contractor's project manager and field superintendent
    - 2.3.8.4.5 Awarded contract amount and final contract amount
    - 2.3.8.4.6 Explanation of differences between awarded and final contract amounts, if difference exceeded 5%
    - 2.3.8.4.7 Date of project completion. The Proposer should reference if the project was completed on time
  - 2.3.8.5 A checklist or description of the following types of construction encountered on the project, if applicable:
    - 2.3.8.5.1 Traffic control
    - 2.3.8.5.2 Maintenance of access for pedestrians to businesses or residences
    - 2.3.8.5.3 Underground utility construction
    - 2.3.8.5.4 Erosion control and storm water pollution prevention measures
    - 2.3.8.5.5 Drainage collection and / or disposal system
    - 2.3.8.5.6 Irrigation systems
    - 2.3.8.5.7 Landscape planting
    - 2.3.8.5.8 Other: List as may apply

2.4 PERFORMANCE EVALUATION SURVEYS: Please provide your client with the Performance Evaluation Letter and Survey attached herein this RFP, and request that your client submit the completed survey to Theo Carrasco, at the following e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov). **Please understand that the City will not accept Client Surveys being sent to our office from the office of the Proposer.** Surveys must be sent to the Procurement Division from your client's office(s). Proposers are solely responsible for making sure their clients return the

Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but not be limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

## 2.5 FINANCIAL STATEMENTS

- 2.5.1 D&B Supplier Evaluation Report. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. The prospective Provider shall request the report from D&B at <https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>
- 2.5.2 In addition to the D&B information, the City may require proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the submittal is from a co venture, each Proposers involved in the co venture must submit financial statements as indicated above.
- 2.5.3 Proposers shall provide proof of bonding capacity suitable for the scope of work.

## 2.6 PROJECT APPROACH: Proposer will be required to submit a narrative of its team's approach to the project. This narrative should include:

- 2.6.1 A management plan including, techniques for 'partnering' with the community's merchants, tenants and residents and its approach to a project of this nature with construction activities as described in the Scope.
- 2.6.2 The Proposer shall provide a detailed description of the key Project activities, to include final design and construction activities approach;
- 2.6.3 The Proposer shall illustrate complete understanding of the scope of work for all components of the project. The narrative shall address methodology, sequencing and phasing of the various work efforts.
- 2.6.4 The Proposer shall describe the efforts involved in coordinating with Florida Power and Light (FPL), AT&T and Atlantic Broadband (ABB).
- 2.6.5 Proposer shall clearly detail and present its approach to all required permitting issues, including but not limited to, water distribution system, stormwater drainage system, street lighting system, landscaping etc., relative to the applicable agency(ies) and entity(ies), e.g. City of Miami Beach, SFWMD, FDOT, FDEP, USACOE, Miami-Dade County RER, Fl. Dept. of Health, etc.
- 2.6.6 Proposer shall describe their Quality Assurance / Quality Control Plan ("QA/QC Plan") for the Work, including design, construction, coordination, implementation and completion of the Project. The Proposer shall explain its QA/QC Plan and the plan for any of its subconsultants or Subcontractors, namely the policies and procedures that will be used to assure the complete and the accurate management of the Project.
- 2.6.7 Proposer must perform at least sixty percent (60%) of the construction work with the firm's own forces.

**3. DESIGN-BUILD BID SECTION**

- 3.1 **COST INFORMATION:** Proposal packages must include a sealed envelope with Sections 00400 and 00408. Proposal Tender Forms must be properly executed by authorized officers of the proposing company.
- 3.2 **PROJECT SCHEDULE:** The Proposer shall submit a Preliminary Project Schedule with the submittal. The Preliminary Project Schedule shall include all anticipated major milestones and their associated phasing with other activities, including completion of the Project within the specified time detailed in the Proposal Documents, coordination efforts and issues requiring the City’s involvement and necessary reviews. At a minimum, the Preliminary Project Schedule must address the following milestones and activities:
  - 3.2.1 Design Schedule & Submittals
  - 3.2.2 Design Phase Reviews by the City – Assume 4 weeks
  - 3.2.3 Community Involvement
  - 3.2.4 Permitting
  - 3.2.5 Utility Coordination/Relocation
  - 3.2.6 Start of Construction
  - 3.2.7 Major Construction Activities and Phasing
  - 3.2.8 Final Completion Date for all Work.

Note: The maximum design and construction time for the Project (“Maximum Allowable Contract Time”) shall not exceed five hundred and seventy (570) calendar days as per the “Design Criteria” document. In this Project Approach section, the Proposer is to demonstrate the ability to meet or reduce the estimated Maximum Allowable Contract Time.

- 4. Any forms and/or documents provided in this RFQ document.

**EVALUATION/SELECTION PROCESS: CRITERIA FOR EVALUATION**

- 1. The evaluation of proposals will proceed in a two-step process. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results.
- 2. **Step 1 Evaluation.** An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below. In doing so, the Evaluation Committee may:
  - a. Review proposals received and short-list one or more proposers to be considered during Step 2 of the evaluation; or
  - b. Review proposals received and interview or receive presentations from one or more proposers in order to develop a short-list of one or more proposers to be considered during Step 2 of the evaluation.

**3. Qualitative Criteria**

Step 1 - Qualitative Criteria	Maximum Points
Qualifications of Contractor & Key Personnel	15
Qualifications of Design Engineer & Key Personnel	15
Understanding of the Project/Project Approach/Risk Assessment Plan	10

Past Work Performance Evaluation Surveys	5
Prior Work History as a Team	5
Willingness to meet time and budget requirements as demonstrated by past performance	5
Certified disadvantaged business enterprise (DBE) participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of DBE certification. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County	5
Location	5
Recent, current, and projected workloads of the firms	5
The volume of work previously awarded to each firm by the City	5
<b>TOTAL AVAILABLE STEP 1 POINTS</b>	<b>75</b>

4. **Step 2 Evaluation.** Following the results of Step 1 Evaluation Qualitative criteria, the proposers may receive additional points to be added by the Procurement Division to those points earned in Step 1, as follows.

<b>Step 2 Evaluation Points</b>	
<b>Quantitative Criteria</b>	
Price	20
Dun & Bradstreet (D&B) Supplier Evaluation Risk Score	5
<b>Local and Veterans Preference</b>	
Miami Beach-Based Vendor	5
Veterans and State-Certified Service-Disabled Veteran Business Enterprises	5
<b>TOTAL AVAILABLE STEP 2 POINTS</b>	<b>35</b>

5. Both Price and D&B Risk Score (received from the D&B Supplier Evaluation Report to be submitted to the City directly by D&B at the request and expense of the proposer) shall be developed in accordance with the following formula:

<b>Sample Objective Formula for Cost</b>				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points)	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

<b>Sample Objective Formula for Supplier Risk</b>	
Vendor D & B Risk Level	Total Points Awarded
Low (1 – 3.5)	5
Medium (3.6 – 6.5)	3
High (6.6 – 9)	0

6. The results of Step 1 & 2 will be forwarded to the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City. The City Manager's recommendation need not be consistent with the scoring results identified herein and shall be pursuant to Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

7. The City Manager's award recommendation will be presented to the City Commission for approval, modification and approval, or rejection.

8. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so. **By submitting a proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation / selection process until and unless a contract has been agreed to and signed by both parties.**

#### **CONCLUSION**

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP for design/build services for Right-of-Way Infrastructure Improvement Program No. 8B – Lower North Bay Road.

#### **ATTACHMENTS**

- Attachment A – RFQ 305-2013TC – Design/Build Services for Right-of-Way Infrastructure Improvement Program No. 8B – Lower North Bay Road

JLM/MT/KGB/DM/AD

-

T:\AGENDA\2013\July 17\RFP Issuance for Design-Build for Lower North Bay Road - MEMO.doc

# REQUEST FOR PROPOSALS

**DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE  
IMPROVEMENT PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

**RFP No. 305-2013TC**

**RFP ISSUANCE DATE: JULY 18, 2013**

**RFP OPENING: AUGUST 19, 2013 AT 3 P.M.**

Theo Carrasco, Ph.D., CPPO, CPPB, *Senior Procurement Specialist*  
PROCUREMENT DIVISION  
1700 Convention Center Drive, Miami Beach, FL 33139  
[www.miamibeachfl.gov](http://www.miamibeachfl.gov)



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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,  
www.miamibeachfl.gov  
PROCUREMENT DIVISION  
Tel: 305.673.7490, Fax: 786.394.4006

PUBLIC NOTICE

**REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
PROGRAM NO. 8B – LOWER NORTH BAY ROAD  
Miami Beach, Florida**

Sealed proposals will be received by the City of Miami Beach Procurement Division, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, **until 3:00 p.m. on the 19<sup>th</sup> day of August, 2013**, for design/build services for the Right-of-Way Infrastructure Improvement Program Neighborhood No. 8 – Lower North Bay Road.

**Scope of Work:** The Design Build Firm (DBF) will be responsible for the design, permitting, construction, construction management, and resident project representative services associated with earthwork, roadway, pavement restoration, sidewalk re-construction, water main and water services installation, sanitary sewer lining, storm drainage infrastructure installation, streetlight wiring upgrades, and streetscape / planting improvements for Neighborhood 8B – Lower North Bay Road Improvement Project. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road. A Design Criteria Package (DCP) has been prepared by the City's Public Works Department which defines the necessary modifications, updates, and additions to the existing CH2M HILL construction drawings and technical specifications.

The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect "lessons learned" and improvements added by past and current projects

The DBF will also prepare and obtain all the necessary permits needed by the updated and new design.

The work to be performed under this Contract shall also consist of providing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the completion and proper design and construction of the work in good faith shall be provided by the DBF.

**Minimum Requirements:** In order to be deemed responsive, Proposers must meet the minimum requirements set forth herein. Non-responsive proposals will be disqualified from consideration.

1. Proposers must be licensed as a general contractor or underground utility contractor in the State of Florida
2. Proposers must have completed three (3) projects similar in size and scope valued at least at \$8 million each in the past ten (10) years approximately
3. For the design component, Proposers must have completed five (5) similar projects in the past ten (10) years approximately.
4. The Proposer must submit documentation acceptable to the City that the Final Design team member is pre-qualified under Miami-Dade County Department of Procurement for the following categories:
  - 3.02 - Highway Systems – Highway Design
  - 3.09 – Highway Systems – Signing, Pavement Marking, Channel
  - 3.10 – Highway Systems – Lighting
  - 6.01 – W & S System – Water Distribution and Sanitary Sewage Collection
  - 6.02 – W&S – Major Water & Sewer Pumping Facility
  - 10.01 – Environmental Engineering – Stormwater Drainage Design
  - 16.00 – General Civil Engineering
5. The Proposer must submit documentation acceptable to the City that the Construction team member is qualified under the State of Florida Department of Business and Professional Regulation for the following categories:
  - Grading
  - Drainage
  - Paving
  - Grassing, Seeding, and Sodding
  - Water and Sewer

**Estimated Cost:** The estimated cost for this project is approximately \$6,802,821

At the time, date, and place noted, proposals will be publicly opened. Any proposals received after time and date specified will be returned to the Proposer unopened. The responsibility for submitting a proposal before the stated time and date is solely and strictly the responsibility of the Proposer. The City is not responsible for delays caused by mail, courier service (including U.S. Mail), or any other occurrence.

A Pre-Proposal Conference is scheduled for 10 a.m. on August 6, 2013, in the Mayor's conference room located at 1700 Convention Center Drive on the 4<sup>th</sup> floor.

Attendance (in person or via telephone) to this meeting is strongly encouraged and recommended but is not mandatory.

Proposers interested in participating in the meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644# (note that the number is followed by the pound (#) key).

Proposers who are interested in participating via telephone, please send an e-mail to [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov) expressing your intent to participate via telephone.

The DCP for this project shall be available in digital format on CDs. Please call Theo Carrasco at 305.673.7000 ext. 6230, or e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov) to secure a CD. **The cost for these CDs is \$20.** One may purchase a CD through the Finance Cashier located on the 1<sup>st</sup> Floor in City Hall. Please make reference of the RFP number (RFP 305-2013TC) and project name (Design/Build Services for the Right-of-Way Infrastructure Improvement Program Neighborhood No. 8 – Lower North Bay Road) to the Finance Cashier. CDs are available in the Procurement Office located on the 3rd Floor in City Hall with presentation of receipt from the Finance Cashier.

The City of Miami Beach Purchasing Division is proud to announce a new partnership with Public Purchase, a web based e-Procurement service. In order to begin, or continue to, receive notifications as a current vendor, you must register with this new system. The two-step registration process is detailed below. The City shall switch from our current e-procurement system to Public Purchase effective December 1, 2012. Please register as soon as possible and no later than January 30, 2013, to have uninterrupted access to the City's solicitations.

## **INSTRUCTIONS**

**1. Register with Public Purchase:** Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know your account is activated. Be sure to add this email address to your contacts to avoid the notification emails being sent to your junk folder. <https://www.publicpurchase.com/gems/register/vendor/register>. If you are already registered with Public Purchase, please proceed directly to step 2.

## **2. Register with City of Miami Beach**

- Once you have received your activation email from Public Purchase, log into [www.publicpurchase.com](http://www.publicpurchase.com) and accept the terms and conditions of use. Click on the following link to start your registration process with City of Miami Beach: <http://www.publicpurchase.com/gems/miamibeach,fl/buyer/public/home>
- Begin by selecting the NIGP Commodity Codes that relate to your business so you can receive email notifications of future opportunities. You may be prompted to fill out a W-9 for the City of Miami Beach records and for tax purposes. *This form must be completed before you will be considered a vendor for the City of Miami Beach even if City of Miami Beach already has a W-9 from you on file.*
- If, for any reason, the link below fails, use the Public Purchase link in Step 1 and log in. Click "Select Region," and "Select Agency." After selecting City of Miami Beach, click on the "Register with City of Miami Beach" on the right hand side of the City of Miami Beach's logo.

*It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the City of Miami Beach. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.*

The City also utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows vendors to register online and receive notification of new bids,

amendments and awards. Vendors with Internet access should review the registration options at the following website: <https://www.floridabidsystem.com/Member/default.asp>

Any questions or clarifications concerning this Invitation to Bid **shall be submitted in writing** by e-mail to [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov), mail to the Procurement Department, 1700 Convention Center Drive, Miami Beach, FL 33139, or via FAX: (786) 394-4624 no later than August 12, 2013, at 3 p.m. The Bid title/number shall be referenced on all correspondence. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) 5 days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSAL IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE City OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- Debarment Proceedings -- Ordinance No. 2000-3234
- Code of Business Ethics – Resolution No. 2000-23879
- Protest Procedures – Ordinance No. 2002-3344
- Cone of Silence – Ordinance No. 2002-3378
- Lobbyist Registration and Disclosure of Fees – Ordinance No. 2002-3363
- Campaign Contributions by Vendors - Ordinance No. 2003-3389
- False Claims – Ordinance No. 2003-3398
- Requirement for City Contractors to Provide Equal Benefits for Domestic Partners – Ordinance No. 2005-3494
- Local Preference for Miami Beach-Based Vendors – Ordinance No. 2011-3747
- Preference for Florida Small Businesses Owned and Controlled by Veterans and to State-Certified Service-Disabled Veteran Business Enterprises – Ordinance No. 2011-3748.

Sincerely,

Theo Carrasco, Ph.D., CPPB, CPPO  
Senior Procurement Specialist



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DIVISION  
Tel: 305-673-7000 ext. 6230, Fax: 786.394.4624

## REQUEST FOR PROPOSALS (RFP) No. 305-2013TC DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROGRAM NO. 8B – LOWER NORTH BAY ROAD

**NOTICE TO PROSPECTIVE  
PROPOSERS**

**NO BID**

If not submitting a bid at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

**NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

- Our company does not handle this type of product/service.
- We cannot complete the work within the time specified and within the budgeted amount.
- We cannot.
- Our company is simply not interested in bidding at this time.
- Not responding due to untimely payments on previous construction projects awarded.
- OTHER. (Please specify) \_\_\_\_\_

We do \_\_\_ do not \_\_\_ want to be retained on your mailing list for future bids for this type or product and/or service.

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

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

Company: \_\_\_\_\_

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from our vendors list.

**0100. GENERAL INSTRUCTIONS TO PROPOSERS:**

1. **General:** The following instructions and those set forth in Section 00300 herein are given for the purpose of guiding Proposers in properly preparing their proposals. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions. Proposers shall note that various paragraphs within these RFP documents have a [ ] box which may be checked. If the box is checked, the language is made a part of the RFP documents and compliance therewith is required of the Proposer; if the box is not checked, the language is not made a part of the RFP documents.
  
2. **Scope of Work:** The DBF will be responsible for the design, permitting, construction, construction management, and resident project representative services associated with earthwork, roadway, pavement restoration, sidewalk re-construction, water main and water services installation, sanitary sewer lining, storm drainage infrastructure installation, streetlight wiring upgrades, and streetscape / planting improvements for Neighborhood 8B – Lower North Bay Road Improvement Project. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road. A DCP has been prepared by the City’s Public Works Department which defines the necessary modifications, updates, and additions to the existing CH2M HILL construction drawings and technical specifications.

The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect “lessons learned” and improvements added by past and current projects

The Design Builder will also prepare and obtain all the necessary permits needed by the updated and new design.

The work to be performed under this Contract shall also consist of providing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the completion and proper design and construction of the work in good faith shall be provided by the DBF.

3. **Location of Work:** The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road.

4. **RFP Timetable:** The anticipated schedule for this RFP and contract approval is as follows:

RFP issued	July 18, 2013
Pre-Proposal Conference	August 6, 2013, at 10 a.m.
Deadline for receipt of questions	August 12, 2013, at 3 p.m.
Deadline for receipt of Proposals	August 19, 2013, at 3 p.m.

Evaluation process	August 2013
Recommendation to City Commission	September, 2013
Contract Award	September 2013
Projected Project Initiation Start Date	October 2013

5. Proposal Submission: **An original and five (5) copies, as well as a CD copy, of the complete proposal must be received by 3:00 p.m. on 19<sup>th</sup> day of August, 2013.** The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside, the Proposer's name, address, telephone number, RFP number, title, and due date.

**00200. DEFINITIONS:**

Please refer to Section 00600, Contract, Article No. 1 – “Definitions and Identifications”, in the Attachment.

00300. INSTRUCTIONS TO PROPOSERS:

1. Examination of Contract Documents and Site: It is the responsibility of each Proposer before submitting a proposal, to:
  - 1.1. Examine the Contract Documents thoroughly,
  - 1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work,
  - 1.3. Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award,
  - 1.4. Study and carefully correlate Proposer's observations with the Contract Documents, and
  - 1.5. Carefully review the Contract Documents and notify Consultant of all conflicts, errors or discrepancies in the Contract Documents of which Proposer knows or reasonably should have known.

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

2. Pre-Proposal Interpretations: Only questions answered by written Addenda will be binding and may supersede terms noted in this RFP. Oral and other interpretations or clarifications will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to the City's Procurement Director in writing. Interpretations or clarifications considered necessary by the City's Procurement Director in response to such questions will be issued by City by means of Addenda mailed or delivered to all parties recorded by the City's Procurement Director as having received the Bidding Documents. **Written questions should be received no less than seven (7) calendar days prior to the date of the opening of Proposals. There shall be no obligation on the part of City or the City's Procurement Director to respond to questions received less than seven (7) calendar days prior to proposal opening.**
3. Submitting Proposals: All proposals must be received in the Procurement Division, City of Miami Beach, 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, **until 3:00 p.m. on the 19<sup>th</sup> day of August, 2013**, enclosed in a sealed envelope, legibly marked on the outside:

**REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE  
IMPROVEMENT PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

4. Printed Form of Proposal: All proposals must be made upon the blank Proposal Tender Form included herein and must give the price in strict accordance with the instructions thereon. The proposal must be signed and acknowledged by the Proposer in accordance with the directions on the proposal form.
5. Acceptance or Rejection of Proposals: The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally nor change the Contract Price before the expiration of ninety (90) calendar days from the date of proposal opening. A Proposer may withdraw its proposal after the expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Purchasing Division prior to award of the Contract by the City Commission.
6. Determination of Award: The City Commission shall award the contract to the lowest responsive, responsible Proposer. To determine this, in addition to price, there shall be considered the following:
  - a. The ability, capacity and skill of the Proposer to perform the Contract.
  - b. Whether the Proposer can perform the Contract within the time specified, without delay or interference.
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
  - d. The quality of performance of previous contracts.
  - e. The previous and existing compliance by the Proposer with laws and ordinances relating to the Contract.
7. Evaluation: An interim performance evaluation of the successful Proposer may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the City's Procurement Director who shall provide a copy to the successful Proposer. Said evaluation(s) may be used by the City as a factor in considering the responsibility of the successful Proposer for future proposals with the City.
8. Contract Price: The Contract Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.
9. Postponement of Date for Presenting and Opening Proposals: The City reserves the right to postpone the date for receipt and opening of proposals and will make a reasonable effort to give at least five (5) calendar days written notice of any such postponement to each prospective Proposer.

10. Qualifications of Proposers: Proposals shall be considered only from Proposers which submit their proposal by the proposal's due date; Proposers who meet the "Minimum Requirements"; and Proposers that submit all required documentation as requested under this solicitation.

In determining a Proposer's responsibility and ability to perform the Contract, City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third-party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

11. Addenda and Modifications: The City shall make reasonable efforts to issue addenda within seven (7) calendar days prior to proposal opening. All addenda and other modifications made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the Project Manual.

12. Prevailing Wage Rates: ~~[NA] City of Miami Beach Ordinance No. 94-2960 provides that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The provisions of this Ordinance shall not apply to the following projects:~~

- a. ~~water, except water treatment facilities and lift stations;~~
- b. ~~sewer, except sewage treatment facilities and lift stations;~~
- c. ~~storm drainage;~~
- d. ~~road construction, except bridges or structures requiring pilings; and~~
- e. ~~beautification projects, which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.~~

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

- 13.1. The chemical name and the common name of the toxic substance.
- 13.2. The hazards or other risks in the use of the toxic substance, including:
  - 13.2.1. The potential for fire, explosion, corrosion, and reaction;
  - 13.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally

recognized as being aggravated by exposure to the toxic substance; and

- 13.2.3. The primary routes of entry and symptoms of overexposure.
- 13.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 13.4. The emergency procedure for spills, fire, disposal, and first aid.
- 13.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 13.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
14. Environmental Regulations: The City reserves the right to consider a Proposer's history of citations and/or violations of environmental regulations in investigating a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to it.
15. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, City, through Consultant, will have made its best efforts to name at least three (3) such references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words **"no substitution is permitted"** because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of Consultant, equal in substance, quality and function.
- ANY REQUESTS FOR SUBSTITUTION MUST BE MADE TO THE CITY'S PROCUREMENT DIRECTOR, WHO SHALL FORWARD SAME TO CONSULTANT.**
16. Protested Solicitation Award: Proposers that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested proposals and proposed awards. Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.

17. Financial Stability and Strength: The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

Proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above.

The City reserves the right to consider third-party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

18. Miami Beach-Based Vendors: Pursuant to City of Miami Beach Ordinance No. 2011-3747, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest responsive, responsible Proposer, an opportunity of providing said goods or contractual services for the lowest responsive proposal amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest proposal for a competitively proposal purchase, and such proposals are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.
19. Veteran Business Enterprises: Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible Proposer, by providing such Proposer an opportunity of providing said goods or contractual services for the lowest responsive Proposal amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.
20. Equal Benefits Ordinance: Proposers are advised that this Proposal and any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Ordinance No. 2005-3494, entitled "Requirement for City Contractors to

Provide Equal Benefits for Domestic Partners (the “Ordinance”).” The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor’s employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

All Proposers shall complete and return, with their proposal, the “Declaration: Non-discrimination in Contracts and Benefits” form contained herein. The City shall not enter into any contract unless the Proposer certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his/her designee determines that the successful Proposer/Contractor shall complete and return the “Reasonable Measures Application” contained herein, and the Cash Equivalent proposed.

It is important to note that a Proposer is considered in compliance if Proposer provides benefits neither to employees’ spouses nor to employees’ Domestic Partners.

Below, please find a Q & A of the major points of the proposed Ordinance. Additionally, the following documents need to be returned to the City with your proposal:

- Declaration: Nondiscrimination in Contracts and Benefits Form
- Reasonable Measures Application Form

#### EQUAL BENEFITS ORDINANCE SUMMARY

The foregoing analysis provides a summary of the major points of the proposed Ordinance:

- 1) What is the intent of the Ordinance?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide “Equal Benefits” to their employees with Domestic Partners, as they provide to employees with spouses.

- 2) How are “Equal Benefits” defined and what kind of “Benefits” does the Ordinance cover?

“Equal Benefits” means that contractors doing business with the City who are covered by the Ordinance shall be required to provide the same type of benefits that they offer to employees and their spouses, to employees with Domestic Partners.

The type of “Benefits” defined by the Ordinance and which may be offered by a contractor include: sick leave, bereavement leave, family medical leave, and health benefits.

The “Benefits” defined in the Ordinance are the same type of benefits that the City provides to Domestic Partners of City employees, pursuant to Section 62-128 of the City Code].

Notwithstanding the definition of “Benefits” in the Ordinance, to comply with the Ordinance a Contractor is not required to provide all the above-described benefits.

Contractors are only required to offer the same type of Benefits they offer to their employees with spouses, to employees with Domestic Partners. Additionally, a Contractor who offers no benefits to employees or their spouses, would not be required to offer any benefits to employees with Domestic Partners (and would still be in compliance with the Ordinance).]

3) Who is considered a “Domestic Partner” under the Ordinance?

A “Domestic Partner” shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

4) What type of Contracts and/or which Contractors are covered by the Ordinance?

The Ordinance only applies to the following:

- Competitively bid City contracts (bids, RFP’s, RFQ’s, RFLI’s, etc.),
- Contracts valued at over \$100,000,
- Contractors who maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks in either the current or the preceding calendar year,
- Contractors covered by the Ordinance are only required to comply as to employees who: 1) either work within the City limits of the City of Miami Beach; or 2) the contractor’s employees located in the United States, but outside of the City limits, only if those employees are directly performing work on the City contract (covered by the Ordinance).

5) In what cases does the Ordinance not apply?

The provisions of the Ordinance do not apply where:

- The City contract has been entered into prior to the effective date of the Ordinance (including renewal terms contained in such contracts);
- The City contract is not competitively bid;
- The City contract is valued at less than \$100,000;
- The contractor has less than 51 employees;
- The contractor does not provide Benefits either to employees’ spouses or to employees’ Domestic Partners;
- The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society;
- The contractor is another government entity.

The following City contracts are not covered by the Ordinance:

- Contracts for sale or lease of City property;
- Development Agreements;

- Contracts/grants for CDBG, HOME, SHIP, and Surtax funds administered by the City's Office of Community Development;
- Cultural Arts Council grants;
- Contracts for professional A/E, landscape A/E, or survey and mapping services procured pursuant to Chapter 287.055, Florida Statutes ("The Consultants Competitive Negotiation Act");
- Contracts for the procurement of life, health, accident, hospitalization, legal expense, annuity insurance, or any and all other kinds of insurance for the officers and employees of the City and their dependents, from a group insurance plan.

The Ordinance provides, upon written recommendation of the City Manager, that the City Commission may, by 5/7ths vote, waive application of the Ordinance for the following:

- Emergency contracts;
- Contracts where only one bid response is received;
- Contracts where more than one bid response is received, but none of the Proposers can comply with the requirements of the Ordinance.

The City's ability to apply the Ordinance may also be preempted in instances where the Ordinance impacts health, retirement, or pension program which fall within the jurisdiction of the Employee Retirement Income Security Act (ERISA), and may under certain circumstances be held invalid under Federal preemption.

6) How is the Ordinance enforced by the City?

- City contracts that are covered by the Ordinance shall notify potential Proposers/proposers of the Ordinance and its requirements in the RFP documents;
- At the time of entering into the contract with the City, the proposed City contractor shall certify to the City that it intends to provide Equal Benefits, along with the description of its employee benefits plan, which needs to be delivered to the Procurement Director prior to entering into the contract;
- The City has the ongoing right to investigate/audit contracts for compliance with the provisions of the Ordinance;
- The contractor is required to post notice to its employees at its place of business that it provides Equal Benefits.

7) Is there another way for a Contractor who does not provide Equal Benefits to comply with the Ordinance?

If a contractor covered by the Ordinance has made a reasonable yet unsuccessful effort to provide Equal Benefits, it can still comply with the Ordinance by providing an employee with the "Cash Equivalent" of the similar benefit(s) offered to the contractor's employees and their spouses.

8) What are the penalties for non compliance?

Failure of a contractor to comply with the requirements of the Ordinance may result in the following:

- Breach/default under the contract;
- Termination of the contract;
- Monies due under the contract may be retained by the City until compliance is achieved;
- Debarment of contractors from City work, as prescribed by the City Code.



DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: \_\_\_\_\_

Name of Company Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Vendor Number (if known): \_\_\_\_\_ Federal ID or Social Security Number: \_\_\_\_\_

Approximate Number of Employees in the U.S.: \_\_\_\_\_ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? \_\_\_ Yes \_\_\_ No
Union name(s): \_\_\_\_\_

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below?

Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

- Grid of protected classes with Yes/No options: Race, Color, Creed, Religion, National origin, Ancestry, Age, Height, Sex, Sexual Orientation, Gender Identity (transgender status), Domestic partner status, Marital status, Disability, AIDS/HIV status, Weight.

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?

Please note: you must answer this question, even if you do not intend to enter into any subcontracts.
\_\_\_ Yes \_\_\_ No

**Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners**

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

- A. Will your company provide or offer access to any benefits to employees with spouses and/or to spouses of employees that may be assigned to work on the City of Miami Beach contract?  
 \_\_\_ Yes \_\_\_ No
- B. Will your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees that may be assigned to work on the City of Miami Beach contract?  
 \_\_\_ Yes \_\_\_ No

\*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

**If you answered "NO" to both Questions 2A and 2B,** go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

**If you answered "YES" to either or both Questions 2A and 2B,** please continue to Question 2C below.

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** If you cannot offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a

completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

**Section 3. Required Documentation**

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered?     Yes   No

**Section 4. Executing the Document**

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title



# MIAMI BEACH

## CITY OF MIAMI BEACH REASONABLE MEASURES APPLICATION

### Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division **ONLY IF** you:

- A. Have taken all reasonable measures to end discrimination in benefits;
- B. Are unable to do so; and
- C. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Definition of Terms**

### **A. Reasonable Measures**

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

1. The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
2. The existence of benefits providers willing to offer equal benefits to the City Contractor; and
3. The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

### **B. Cash Equivalent**

“Cash Equivalent” means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees’ Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer’s direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- A. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- B. For health benefits, the cost to the Contractor of the Contractor’s share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- C. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.

**CITY OF MIAMI BEACH  
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

**Declaration: Nondiscrimination in Contracts and Benefits**

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

**A. Open Enrollment**

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

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Date nondiscriminatory benefits will be available:

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Reason for Delay:

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Description of efforts being undertaken to end discrimination in benefits:

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**B. Administrative Actions and Request for Extension**

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

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If requesting extension beyond three months, please explain basis:

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**C. Collective Bargaining Agreements (CBA)**

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, written proof must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

00305. AWARD METHODOLOGY

1. The evaluation of proposals will proceed in a two-step process. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results.
2. **Step 1 Evaluation.** An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below. In doing so, the Evaluation Committee may:
  - a. Review proposals received and short-list one or more proposers to be considered during Step 2 of the evaluation; or
  - b. Review proposals received and interview or receive presentations from one or more proposers in order to develop a short-list of one or more proposers to be considered during Step 2 of the evaluation.

3. **Qualitative Criteria**

Step 1 - Qualitative Criteria	Maximum Points
Qualifications of Contractor & Key Personnel	15
Qualifications of Design Engineer & Key Personnel	15
Understanding of the Project/ Project Approach/Risk Assessment Plan	10
Past Work Performance Evaluation Surveys	5
Prior Work History as a Team	5
Willingness to meet time and budget requirements as demonstrated by past performance	5
Certified disadvantaged business enterprise (DBE) participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of DBE certification. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County	5
Location	5
Recent, current, and projected workloads of the firms	5
The volume of work previously awarded to each firm by the City	5
<b>TOTAL AVAILABLE STEP 1 POINTS</b>	<b>75</b>

4. **Step 2 Evaluation.** Following the results of Step 1 Evaluation Qualitative criteria, the proposers may receive additional points to be added by the Procurement Division to those points earned in Step 1, as follows.

Step 2 Evaluation Points	
Quantitative Criteria	
Price	20
Dun & Bradstreet (D&B) Supplier Evaluation Risk Score	5

**Local and Veterans Preference**

Miami Beach-Based Vendor	5
Veterans and State-Certified Service-Disabled Veteran Business Enterprises	5

**TOTAL AVAILABLE STEP 2 POINTS 35**

5. Both Price and D&B Risk Score (received from the D&B Supplier Evaluation Report to be submitted to the City directly by D&B at the request and expense of the proposer) shall be developed in accordance with the following formula:

Sample Objective Formula for Cost and Supplier Risk Score				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points)	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

Sample Objective Formula for Supplier Risk	
Vendor D & B Risk Level	Total Points Awarded
Low (1 – 3.5)	5
Medium (3.6 – 6.5)	3
High (6.6 – 9)	0

6. The results of Step 1 & 2 will be forwarded to the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City. The City Manager's recommendation need not be consistent with the scoring results identified herein and shall be pursuant to Miami Beach City Code Section 2-369, including the following considerations:
- (1) The ability, capacity and skill of the bidder to perform the contract.
  - (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
  - (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - (4) The quality of performance of previous contracts.
  - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
7. The City Manager's award recommendation will be presented to the City Commission for approval, modification and approval, or rejection.
8. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so. **By submitting a proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation / selection process until and unless a contract has been agreed to and signed by both parties.**

## 00315. PROPOSAL SUBMISSION REQUIREMENTS

Proposal packages must contain the following documents, each fully completed, and signed as required. Proposal packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Proposal Price form. Proposer must submit the documentation within three (3) calendar days upon request from the City, or the proposal may be deemed non-responsive. Non-responsive proposal packages will receive no further consideration.

### 1. FORMAT FOR SUBMITTAL

Each Proposer must submit a proposal package that will consist of the following:

- Proposer Qualifications/Methodology: This section will outline the approach to the project and explain the Proposer's understanding of the scope and challenges that the project entails. The technical package will also include a project schedule and a completed risk assessment plan.
- Price Proposal in the format presented in Section 00408 in a separate sealed envelope. This will indicate the total cost for the project.

Proposers may not dictate the circumstances under which the documents are deemed to be confidential. Only the State Legislature may determine which public records are subject to disclosure and which are not. Moreover, a private party cannot render public records exempt from disclosure merely by designating as confidential the material it furnishes to the City. The desire of the private party to maintain privacy of certain materials filed with the City is of no consequence unless such materials fall within a legislative created exemption to Chapter 119, Florida Statutes.

### 2. CONTENTS OF QUALIFICATION STATEMENT

Proposal packages must contain the following documents, each fully completed, and signed as required. Proposal packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Proposal Price form. Proposer must submit the documentation within three (3) calendar days upon request from the City, or the proposal may be deemed non-responsive. Non-responsive proposal packages will receive no further consideration.

2.1 IDENTIFICATION PAGE AND TABLE OF CONTENTS: Proposer shall provide an Identification Page including the following information:

- 2.1.1 Name of Proposer. (Note: if co venture, specify)
- 2.1.2 Address of submitting Proposer. (Note: if co venture, specify)
- 2.1.3 E-mail address for the appropriate contact person at the submitting company.
- 2.1.4 Phone number and facsimile number of submitting Proposer.
- 2.1.5 Federal Tax Identification Number for submitting Proposer.

- 2.1.6 Declaration regarding company organization, whether as Corporation, Partnership, or other. (Note: if co venture, specify)
- 2.1.7 Signature of an officer or other individual of the submitting Proposer who has the authority to bind said Proposer.
- 2.1.8 Printed name of the authorized signing officer or other individual.
- 2.1.9 Title of the authorized signing officer.
- 2.1.10 Date of signature.
- 2.1.11 Table of Contents.

2.2 PROJECT TEAM: It is a requirement of the project that the Proposer, staff the project with competent individuals, and qualified supervisory personnel. To that end, the Proposer shall provide:

2.2.1 An organizational chart listing the proposed key personnel, their qualifications and their roles in the project, resumes which shall include educational background, work experience, employment history, and any other pertinent information. Where applicable, proposed team members shall also submit current and valid certifications and/or licenses for their individual scope of supervision. At a minimum, the Proposer shall include the following proposed project team members:

- 2.2.1.1 Project Manager
- 2.2.1.2 Final Design Manager
- 2.2.1.3 Final Design Engineer(s)
- 2.2.1.4 Construction Superintendent
- 2.2.1.5 Underground Utility Superintendent Foreman

2.2.2 A staffing plan that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, design, construction, inspection and administrative services required. The staffing plan should indicate the availability of the personnel proposed to work on the Project. The staffing plan should also indicate the name of the individual who will serve as the primary contact with City. Proposer shall clearly detail the role of all of the Sub-consultants and/or Sub-contractors proposed for the Project.

2.3 RESIDENTIAL STREETScape EXPERIENCE: Each Proposer shall demonstrate their experience in the Final Design and Construction of neighborhood streetscape or residential redevelopment projects, including approximately ten (10) years of experience in Right of Way (ROW) and infrastructure improvements, which may consist of the following components:

- 2.3.1 Design and construction of roadways, including pavement markings and signing;
- 2.3.2 Design and construction of site concrete work such as curb and gutter and sidewalk construction;
- 2.3.3 Design and construction of stormwater collection and disposal facilities; including pumping stations
- 2.3.4 Design and construction of underground utilities, i.e. water distribution and sanitary sewer collection;

- 2.3.5 Design and construction of landscaping features;
- 2.3.6 Design and construction of irrigation system.
- 2.3.7 Design and construction of street lighting system.
- 2.3.8 Each Proposer shall furnish a list of all projects demonstrating experience encompassing the above referenced components. Projects must illustrate familiarity with all of the following aspects: underground utility construction; storm water collection and disposal; and site concrete work. All projects must demonstrate experience within existing traveled roads where traffic must have been maintained. Projects must have a minimum value of \$1,000,000 each. In order to properly evaluate the proposals, the City requests that each Proposer submit project references for previous projects completed within the last five (5) years that include the following information and components:
  - 2.3.8.1 Project name
  - 2.3.8.2 Project location
  - 2.3.8.3 Brief description of work performed
  - 2.3.8.4 Names, addresses, telephone number, fax number, and contact name for the following:
    - 2.3.8.4.1 Owner or Agency
    - 2.3.8.4.2 Architect or Landscape Architect, or Engineering Consultant
    - 2.3.8.4.3 General Contractor (if work performed as a Sub Contractor)
    - 2.3.8.4.4 Name of General Contractor's project manager and field superintendent
    - 2.3.8.4.5 Awarded contract amount and final contract amount
    - 2.3.8.4.6 Explanation of differences between awarded and final contract amounts, if difference exceeded 5%
    - 2.3.8.4.7 Date of project completion. The Proposer should reference if the project was completed on time
  - 2.3.8.5 A checklist or description of the following types of construction encountered on the project, if applicable:
    - 2.3.8.5.1 Traffic control
    - 2.3.8.5.2 Maintenance of access for pedestrians to businesses or residences
    - 2.3.8.5.3 Underground utility construction
    - 2.3.8.5.4 Erosion control and storm water pollution prevention measures
    - 2.3.8.5.5 Drainage collection and / or disposal system
    - 2.3.8.5.6 Irrigation systems
    - 2.3.8.5.7 Landscape planting
    - 2.3.8.5.8 Other: List as may apply

2.4 PERFORMANCE EVALUATION SURVEYS: Please provide your client with the Performance Evaluation Letter and Survey attached herein this RFP, and request that your client submit the completed survey to Theo Carrasco, at the following e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov). **Please understand that the City will not accept Client Surveys being sent to our office from the office of the Proposer.** Surveys must be sent to the Procurement Division from your client's office(s). Proposers are solely responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and

confirm any information submitted in this process. Such verification may include, but not be limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

## 2.5 FINANCIAL STATEMENTS

- 2.5.1 D&B Supplier Evaluation Report. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. The prospective Provider shall request the report from D&B at <https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>
- 2.5.2 In addition to the D&B information, the City may require proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the submittal is from a co venture, each Proposers involved in the co venture must submit financial statements as indicated above.
- 2.5.3 Proposers shall provide proof of bonding capacity suitable for the scope of work.

## 2.6 PROJECT APPROACH: Proposer will be required to submit a narrative of its team's approach to the project. This narrative should include:

- 2.6.1 A management plan including, techniques for 'partnering' with the community's merchants, tenants and residents and its approach to a project of this nature with construction activities as described in the Scope.
- 2.6.2 The Proposer shall provide a detailed description of the key Project activities, to include final design and construction activities approach;
- 2.6.3 The Proposer shall illustrate complete understanding of the scope of work for all components of the project. The narrative shall address methodology, sequencing and phasing of the various work efforts.
- 2.6.4 The Proposer shall describe the efforts involved in coordinating with Florida Power and Light (FPL), AT&T and Atlantic Broadband (ABB).
- 2.6.5 Proposer shall clearly detail and present its approach to all required permitting issues, including but not limited to, water distribution system, stormwater drainage system, street lighting system, landscaping etc., relative to the applicable agency(ies) and entity(ies), e.g. City of Miami Beach, SFWMD, FDOT, FDEP, USACOE, Miami-Dade County RER, Fl. Dept. of Health, etc.
- 2.6.6 Proposer shall describe their Quality Assurance / Quality Control Plan ("QA/QC Plan") for the Work, including design, construction, coordination, implementation and completion of the Project. The Proposer shall explain its QA/QC Plan and the plan for any of its subconsultants or Subcontractors, namely the policies and procedures that will be used to assure the complete and the accurate management of the Project.
- 2.6.7 Proposer must perform at least sixty percent (60%) of the construction work with the firm's own forces.

### 3. DESIGN-BUILD BID SECTION

- 3.1 COST INFORMATION: Proposal packages must include a sealed envelope with Sections 00400 and 00408. Proposal Tender Forms must be properly executed by authorized officers of the proposing company.
- 3.2 PROJECT SCHEDULE: The Proposer shall submit a Preliminary Project Schedule with the submittal. The Preliminary Project Schedule shall include all anticipated major milestones and their associated phasing with other activities, including completion of the Project within the specified time detailed in the Proposal Documents, coordination efforts and issues requiring the City's involvement and necessary reviews. At a minimum, the Preliminary Project Schedule must address the following milestones and activities:
  - 3.2.1 Design Schedule & Submittals
  - 3.2.2 Design Phase Reviews by the City – Assume 4 weeks
  - 3.2.3 Community Involvement
  - 3.2.4 Permitting
  - 3.2.5 Utility Coordination/Relocation
  - 3.2.6 Start of Construction
  - 3.2.7 Major Construction Activities and Phasing
  - 3.2.8 Final Completion Date for all Work.

Note: The maximum design and construction time for the Project ("Maximum Allowable Contract Time") shall not exceed five hundred and seventy (570) calendar days as per the "Design Criteria" document. In this Project Approach section, the Proposer is to demonstrate the ability to meet or reduce the estimated Maximum Allowable Contract Time.

- 4. Any forms and/or documents provided in this RFQ document.



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DIVISION  
Tel: 305-673-7000 ext. 6230; Fax: 786-394-4624

Date \_\_\_\_\_

To: \_\_\_\_\_  
(Client's Name)

Individual Providing the Survey Response: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

**Subject:** Performance Evaluation of \_\_\_\_\_  
(Construction firm and/or Project Manager/Superintendent)

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on various Contractors that have the qualifications, experience and successful project completions on past municipal and private construction projects. The information will be used to assist City of Miami Beach in the selection of a qualified firm that can provide design/build services for Right-of-Way Infrastructure Improvement Program No. 8B – Lower North Bay Road

The company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you have difficulty or cannot decipher the question's meaning, please provide your best judgment and score accordingly. **Please return this questionnaire to Theo Carrasco by 3 p.m. on August 19, 2013, or earlier,** by fax: 786-394-4624 or e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov).

Please provide one Survey for the Contractor and one Survey for the Construction Project Manager or Construction Superintendent who directly worked on your project. Thank you for your time and effort.



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DIVISION  
Tel: 305-673-7000 ext. 6230; Fax: 786-394-4624

## CONSTRUCTION PERFORMANCE EVALUATION SURVEY RFP 305-2013TC

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

Name of Proposing Firm Being Recommended \_\_\_\_\_

Phone and/or e-mail of the above Proposing Firm: \_\_\_\_\_

Please evaluate the performance of the Proposer's firm on a scale of 1-10, with 10 meaning you are very satisfied and have no questions about hiring them again, and 1 meaning you would never hire them again because of very poor performance.

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

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

Company providing Referral: \_\_\_\_\_

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

Contact Phone and e-mail: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Dollar Amount for Services: \_\_\_\_\_

Please return this questionnaire to Theo Carrasco by August 19, 2013 via fax: 786.394.4624 or email [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov).



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov  
PROCUREMENT DIVISION  
Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

## ARCHITECTURAL/ENGINEERING PERFORMANCE EVALUATION SURVEY RFQ 305-2013TC

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

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

Point of Contact: \_\_\_\_\_

Phone and Email: \_\_\_\_\_

Please evaluate the performance of the company (1 – poor; 10 – excellent).

NO	CRITERIA	UNIT	SCORE
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

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

Company providing Referral: \_\_\_\_\_

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

Contact Phone and Email: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Dollar Amount for Services: \_\_\_\_\_

Please return this questionnaire to Theo Carrasco by August 19, 2013 via fax: 786.394.4624 or email [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov).

## 00320. RISK ASSESSMENT PLAN GUIDE

### Introduction

The purpose of the Risk Assessment Plan (RAP) is to capture the contractor's ability to preplan (identify the risks that the contractor may not directly control and that may negatively impact the project's cost and schedule, as well as the client's expectations of quality and performance). The description of the risks identified in the RAP should not have any additional cost or time, but are risks that the contractor will try to minimize.

The RAP is used to:

1. Assist the client in prioritizing firms based on their ability to understand the risks of a project and their plan to mitigate those risks.
2. Provide high performing vendors the opportunity to differentiate themselves due to their experience and expertise through value-added offerings.
3. Giving the competitive edge to experienced companies who have successfully completed similar work before, who can plan the job from beginning to end, and who know how to minimize the risk.
4. Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will minimize the risk and provide the client with a comparable performance.

**The RAP document or portions thereof, submitted by the successful proposer may be included within the contract documents. The City of Miami Beach reserves the right to accept or reject any of the risk items. Additionally, the successful proposer will be required to submit a justification of the cost associated with any of the value-added offerings in their Risk Assessment for analysis by the City upon request.**

**In addition to the above, the risks identified on the Risk Assessment Plans or portions thereof, of the unsuccessful proposers may become part of the Quality Control Plan that will be prepared by the successful proposer as a result of value engineering, during the Pre-contract execution phase, with the City.**

### RAP/VAS Plan Format

The format for the RAP/VAS is attached. Within the RAP/VAS, the contractors should clearly address the following items in a non-technical manner:

1. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the City.
2. Explain how risk will be avoided / minimized. If the contractor has a unique method to minimize the risk, it should be clearly explained.
3. Propose any options that could increase the value (expectation or quality) of their work. List any value-added alternates that the contractor is bringing to the project.
4. Attach a Preliminary Project Schedule.

Length - The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the RAP/VAS should be a brief, well organized and concise. The RAP must not exceed 2

pages, does not include the preliminary project schedule or the phasing plan, these are additional.

Organization - Outline format. The attached format is only a sample.

### **Impact of Risks**

Risks are any concerns, events, and issues not covered by the contract documents that your firm and your sub-contractor(s) may not directly control but which you should be prepared to address and mitigate throughout the duration of the project as part of your submittal. These are the most critical items that can impact the project's cost, schedule time, and the City's quality expectations. The risks should be prioritized, or listed in order by the greatest risks at the top to the lowest risk in descending order. The description of the risks identified in the RAP/VAS should not have any additional cost or time, but are risks that the contractor will try to minimize.

### **Rating of Risk Assessment Plan/Value Added Submittals**

The RAP/VAS will be rated by the Administration assigned to this project.

Key elements of the RAP/VAS should include:

- Identification and description of potential risks and plans to minimize/mitigate each risk.
- Presentation of value-added options or alternates, with a clear description of associated benefit, and impact (+/-) on project's cost and schedule.
- The Preliminary Project Schedule.

### **Checklist for the RAP/VAS**

- Are risks listed, high impact risks? (Do not list risks that you can easily handle unless you perceive others are not doing it)
- Does the RAP/VAS include all service, quality control processes; documentation that you do that your competition does not.
- Are Public Relation risks such as interfacing with project managers, users of the facility, or audit/inspection personnel included?
- Is a preliminary project schedule included?
- Does your RAP/VAS plan differentiate you? By how much?
- Would your RAP/VAS make technical and non-technical individuals comfortable with hiring you?
- Are the pages numbered?
- Did you print one (1) original and ten (10) copies of your RAP/VAS and enclose them in a sealed envelope?

If all items are checked, your risk assessment plan is ready to submit.

Organization - Outline format. The attached format is only a sample.

### **Risk Assessment Plan / Value-Added Submittals Format**

Identify project potential risks that your firm and your sub-contractor(s) may not directly control and your plan to minimize each risk – included as part of your base submittal. Prioritize the risks, listing the greatest risk first. You may add to the list as necessary. The description of the

risks identified in the RAP should not have any additional cost or time, but are risks that the contractor will try to minimize. **ALL RISKS IDENTIFIED HEREIN THAT CONTAIN COST OR TIME ELEMENTS MUST BE INCLUDED IN YOUR BASE PROPOSAL PRICE. DO NOT INCLUDE ADDITIONAL COSTS IN YOUR RISK ASSESSMENT PLAN.**

**Major Risk Items**

<b>Risk 1:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 2:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 3:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 4:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 5:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 6:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 7:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 8:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 9:</b>  <b>Plan to Minimize Risk:</b>
---

<b>Risk 10:</b>  <b>Plan to Minimize Risk:</b>
--

**Value Added Options or Alternates (how you will differentiate yourself from others)**

Identify any proposed value-added options, or alternate services, not included in your base submittal, with a brief description of how they add value to the project. Identify if each item will increase or decrease project schedule, cost, or expectation. You may add/delete to the list as necessary. **Cost impact of any Value Added Options listed below should NOT be included in the Base Proposal Price. Schedule impact of any Value Added Options listed below should NOT be included in the Baseline Schedule.**

<b>Item 1:</b> <b>Impact:</b>	<b>Cost, \$ / Credit (\$)</b>	<b>Schedule, + Days / (-) Days</b>
----------------------------------	-------------------------------	------------------------------------

<b>Item 2:</b> <b>Impact:</b>	<b>Cost, \$ / Credit (\$)</b>	<b>Schedule, + Days / (-) Days</b>
----------------------------------	-------------------------------	------------------------------------

<b>Item 3:</b> <b>Impact:</b>	<b>Cost, \$ / Credit (\$)</b>	<b>Schedule, + Days / (-) Days</b>
----------------------------------	-------------------------------	------------------------------------

<b>Item 4:</b> <b>Impact:</b>	<b>Cost, \$ / Credit (\$)</b>	<b>Schedule, + Days / (-) Days</b>
----------------------------------	-------------------------------	------------------------------------

**Attach a Preliminary Project Schedule**  
 (Do not include schedule impact from Value-Added Options)

**Provide a Summarized Construction Phasing Plan**

00400. PROPOSAL TENDER FORM

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

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

The undersigned, as Proposer, hereby declares that the only persons interested in this proposal as principal are named herein and that no person other than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, firm, or parties making a proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and all other required information with the proposal; and that this proposal is submitted voluntarily and willingly.

The Proposer agrees, if this proposal is accepted, to contract with the City, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

**REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the City, each for not less than the total proposal price plus alternates, if any, provided in the RFP Price Form in Section 00408 and to furnish the required Certificate(s) of Insurance.

In the event of arithmetical errors between the division totals and the total base proposal in the RFP Price Form, the Proposer agrees that the total base proposal shall govern. In the event of a discrepancy between the numerical total base proposal and the written total base proposal, the written total base proposal shall govern. In absence of totals submitted for any division cost, the City shall interpret as no proposal for the division, which may disqualify the Proposer.

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Project Manual:

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

Attached is a Bid Bond [ ], Cash [ ], Money Order [ ], Unconditional Letter of Credit [ ], Treasurer's Check [ ], Bank Draft [ ], Cashier's Check [ ], or Certified Check [ ] No. \_\_\_\_\_ Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The Proposer shall acknowledge this proposal by signing and completing the spaces provided below.

Name of Proposer: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_  
\_\_\_\_\_

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

Social Security  
No. or Federal  
I.D.No.: \_\_\_\_\_

Dun and  
Bradstreet No.: \_\_\_\_\_  
(if applicable)

If a partnership, names and addresses of partners:

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

(Sign below if not incorporated)

WITNESSES:

\_\_\_\_\_  
(Type or Print Name of Proposer)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST:

\_\_\_\_\_  
(Type or Print Name of Corporation)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: \_\_\_\_\_

00405. CITY OF MIAMI BEACH LICENSES, PERMITS AND FEES:

Each license, permit or fee a Contractor will have to pay the City before or during construction or the percentage method or unit method of all licenses, permits and fees **REQUIRED BY THE CITY AND PAYABLE TO THE CITY** by virtue of this construction as part of the Contract is as follows:

**The City of Miami Beach will require occupational licenses for Contractors as well as sub-contractors.**

**Licenses, permits and fees which may be required by Miami-Dade County, the State of Florida, or other governmental entities are not included in the above list, but are listed as attached (next page) and included as an allowance in the proposal.**

1. Occupational licenses from City of Miami Beach firms will be required to be submitted within fifteen (15) days of notification of intent to award.
6. Occupational licenses will be required pursuant to Chapter 205.065 Florida Statutes.

**NOTE: a) If the Contractor is a State of Florida Certified Contractor the following will be required:**

- 1) Copy of State Contractors Certification
- 2) Place of Business Occupational License
- 3) Liability and Property Damage Insurance Certificate made to City of Miami Beach
- 4) Workers compensation or the exemption

**b) If a Dade County Licensed Contractor:**

- 1) Dade Certificate of Competency in the Discipline Licensed
- 2) Municipal Contractors Occupational License
- 3) Liability and Property damage Insurance Certificate made to City of Miami Beach
- 4) Workers Compensation or the exemption

**NOTE: PLEASE PROVIDE COPIES OF ALL YOUR LICENSES AND CORPORATE CERTIFICATES WITH YOUR PROPOSAL RESPONSE**

**CITY OF MIAMI BEACH  
CAPITAL IMPROVEMENTS PROGRAM**

**REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

**Note:** The Proposer shall obtain and pay for all permits required for execution of the work; provided however, that the City will waive Public Works Department Right-of-Way permit fees. The Contractor will be responsible to pay for Miami Dade Code Compliance fees, and City of Miami Beach Building Department fees.

**PERMITS**

- I. MIAMI DADE DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM)
- II. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
- III. FLORIDA DEPARTMENT OF TRANSPORTATION
- IV. MIAMI-DADE TRAFFIC ENGINEERING DEPARTMENT
- V. MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD)
- VI. FLORIDA POWER AND LIGHT (FPL)
- VII. CITY OF MIAMI BEACH
- VIII. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD)
- IX. ARMY CORP OF ENGINEERS

00407. CONSIDERATION FOR INDEMNIFICATION OF CITY

Consideration for Indemnification of City

**\$25.00**

**[ X ]** Cost for compliance to all Federal and State requirements of the Trench Safety Act\*

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**[NOTE: If the brackets are checked or marked, the Proposer must fill out the Trench Safety Act sheet, to be considered responsive.]**

00408. RFP (GMP) PRICE FORM

REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
PROGRAM NO. 8B – LOWER NORTH BAY ROAD

Item Description	Lump Sum Total
Project Design	
General Conditions	
Pavement and Streetscape Construction	
Water and Sewer Construction	
Stormwater Collection and Disposal Facility Construction	
Electrical Construction	
Allowance: Permit Fees	\$40,000.00
Consideration for Indemnification of City	\$25.00
<b>Grand Total</b>	

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE PROPOSAL MUST BE SUBMITTED IN DUPLICATE.

WRITTEN TOTAL: \_\_\_\_\_

NAME/TITLE (Print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEDERAL I.D. #: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

(I certify that I am authorized to execute this proposal and commit the proposing firm)

00500 SUPPLEMENT TO BID/TENDER FORM:

**THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE PROPOSAL; HOWEVER, ANY ADDITIONAL INFORMATION NOT INCLUDED IN THE SUBMITTED FORM AS DETERMINED IN THE SOLE DISCRETION OF THE CITY, SHALL BE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE CITY'S REQUEST.**

QUESTIONNAIRE

The undersigned authorized representative of the Proposer certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications, or registrations specified in Section 00405? Additionally, list below or attach a list of all the names of all individuals team members included in this proposal and their respective responsibility.

<b>License/Certification#/Registration#</b>	<b># Years</b>
_____	_____
_____	_____
_____	_____

1A. What business are you in? \_\_\_\_\_

2. What is the last project of this nature that you have completed?  
\_\_\_\_\_  
\_\_\_\_\_

3. Have you ever failed to complete any work awarded to you? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

- 3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1. \_\_\_\_\_  
(name) (address) (phone #)

4.2. \_\_\_\_\_  
(name) (address) (phone #)

4.3. \_\_\_\_\_  
 (name) (address) (phone #)

5. List the following information concerning all contracts in progress as of the date of submission of this proposal. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER &amp; PHONE #</u>	<u>ORIGINAL CONTRACT VALUE</u>	<u>CURRENT CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>
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(Continue list on insert sheet, if necessary.)

6. Has a representative of the Proposer completely inspected the proposed project and does the Proposer have a complete plan for its performance? \_\_\_\_ Yes \_\_\_\_ No

7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

8.1 The correct name of the Proposer is \_\_\_\_\_.

8.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

8.3 The address of principal place of business is \_\_\_\_\_

8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

\_\_\_\_\_

\_\_\_\_\_

8.5 List all organizations which were predecessors to Proposer or in which the principals or officers of the Proposer were principals or officers.

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8.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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8.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

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8.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

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8.9. List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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8.10. Has the Proposer, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

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8.11. Under what conditions does the Proposer request Change Orders.

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8.12. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

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9. Individuals or entities (including our sub-consultants) with a controlling financial interest: \_\_\_\_\_ have \_\_\_\_\_ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.
- \_\_\_\_\_
- \_\_\_\_\_

10. Has the Corporation, Officers of the Corporation, Principal Stockholders, Principals of the Partnership or Owner of Sole Proprietorship ever been indicted, debarred, disqualified or suspended from performing work for the Federal Government or any State or Local Government or subdivision or agency thereof?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

11. Are any indictments, debarments, disqualifications, or suspensions referenced on the previous page current?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If the answer to 10 or 11 is yes, attach a written detailed explanation.

12. Is the business entity a Miami Beach based Vendor?

Yes ( )      No ( )

If Yes, please submit a copy of a Business Tax Receipt issued by the City of Miami Beach, or documentation to demonstrate that the headquarters is in the City of Miami Beach, or documentation which proves that goods and/or contractual services are being produced or performed, as appropriate, in the City of Miami Beach.

13. Is the business entity owned by a certified service-disabled veteran, and or a small business owned and controlled by veterans, as defined on Section 502 of the Veteran Benefit Health, and Information Technology Act of 2006, and cited in the Database of Veteran-owned Business?

Yes ( )      No ( )

VALIDATION:

The undersigned certifies that the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

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

IF CORPORATION:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Corporation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

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

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

(CORPORATE SEAL)

Attest: \_\_\_\_\_ Secretary

00520. SUPPLEMENT TO PROPOSAL TENDER FORM NON-COLLUSION CERTIFICATE

**THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR PROPOSER TO BE DEEMED RESPONSIBLE.**

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The undersigned, as Proposer, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this proposal or in the Contract to which this proposal pertains; that this proposal is made without connection or arrangement with any other person; and that this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this proposal is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the Proposer and the City of Miami Beach, Florida, for the performance of all requirements to which the proposal pertains.

The Proposer states that this proposal is based upon the documents identified by the following number: **RFP 305-2013TC.**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE (IF CORPORATION)**

00530. SUPPLEMENT TO PROPOSAL TENDER FORM  
DRUG FREE WORKPLACE CERTIFICATION

**THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR PROPOSER TO BE DEEMED RESPONSIVE.**

The undersigned Proposer hereby certified that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Proposer's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the City in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs(1) through (6).

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Print Vendor Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as

\_\_\_\_\_ (name of person whose signature is being notarized)

\_\_\_\_\_ (title) of \_\_\_\_\_, (name of corporation/company)

known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

00540. SUPPLEMENT TO PROPOSAL TENDER FORM TRENCH SAFETY ACT

**IF APPLICABLE, THIS FORM MUST BE SUBMITTED WITH PROPOSAL FOR THE PROPOSAL TO BE DEEMED RESPONSIVE. (SEE SECTION 00407)**

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of the signature below, affirms that the Proposer is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Proposer and subcontractors.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL PROPOSAL PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH PROPOSAL ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

The Proposer further identified the costs and methods summarized below:

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

Total \$ \_\_\_\_\_

**IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSER MUST COMPLETE\* THIS FORM, SIGN AND SUBMIT IT WITH ITS PROPOSAL DOCUMENT.**

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Authorized Signature of Proposer

**\*COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, (i.e. DESCRIPTION, UNIT, QUANTITY PRICE, UNIT PRICE, EXTENDED, AND METHOD).**

00550. RECYCLED CONTENT INFORMATION

In support of the Florida Waste Management Law, Proposers are encouraged to supply with their proposal, any information available regarding recycled material content in the products proposed. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

00600. CONTRACT:

AGREEMENT

Between

CITY OF MIAMI BEACH, FLORIDA

and

\_\_\_\_\_

for

DESIGN/BUILD SERVICES  
FOR THE  
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
PROGRAM NO. 8B – LOWER NORTH BAY ROAD

This is an Agreement (the "Agreement") between the CITY OF MIAMI BEACH, FLORIDA, a not for profit corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

AND

\_\_\_\_\_ its successors and assigns, hereinafter referred to as "DESIGN/BUILD FIRM."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DESIGN/BUILD FIRM agree as follows:

**ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in this Agreement the intent and meaning shall be interpreted as follows:

1.00 Applicable Laws: All federal, state, county, and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Project and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws may be amended from time to time to perform the Work

1.01 Change Order: To the extent permitted under this Agreement, a fully executed written document authorizing a change in the Contract Price or Contract Time or a material change in the Work.

1.02 City: The CITY (or Owner) shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida

RFP 305-2013TC  
DATE: August 19, 2013

CITY OF MIAMI BEACH  
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33139, which is a party hereto and/or for which this Contract is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to CITY's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Contract.

1.03 City Commission: City Commission shall mean the governing and legislative body of the CITY.

1.04 City Manager: City Manager shall mean the Chief Administrative Officer of the CITY.

1.05 Construction Documents Phase: The phase in which DESIGN/BUILD FIRM will consult with the Contract Administrator and prepare the Construction Documents for the Project, based upon the DCP, for review and approval of the CITY (including, without limitation, any and all applicable CITY departments) and any applicable regulatory agencies.

1.06 Construction Manager: The Construction Manager is the authorized individual or firm which is the representative of DESIGN/BUILD FIRM who will administer/manage the construction effort on behalf of the DESIGN/BUILD FIRM.

1.07 Construction Manager Representative: An authorized representative of Construction Manager assigned to the Project site to perform those services detailed in Article 17.

1.08 Construction Phase. The phase of services which constitutes DESIGN/BUILD FIRM's administration of the construction of the Project and all activities necessary for the completion of the Project.

1.09 Consultant: The registered architect, professional engineer, professional land surveyor, civil engineer, architect and/or registered landscape architect who has contracted with or who is employed by DESIGN/BUILD FIRM to provide professional services for the design of the Project and who is licensed by the State of Florida to provide said services

1.10 Contract: This Agreement and all addenda, exhibits and amendments thereto between the CITY and the DESIGN/BUILD FIRM for this Project, all as defined herein. Contract shall also mean the same as Agreement.

1.11 Contract Administrator: The CITY's Capital Improvement Projects Office Director, or his designee, shall be designated as the Contract Administrator for matters concerning the Agreement.

1.12 Contract Documents: This Agreement, as approved by the Mayor and City Commission, pursuant to and subject to the conditions of City Resolution No. 2013-xxxxx, and executed by the Mayor and City Clerk, and any addendums, exhibits or amendments thereto; Change Orders; the performance bond and payment bonds; the DCP; the Construction Documents, including but not limited to, Plans and Specifications (as approved and permitted) as prepared by the DESIGN/BUILD FIRM in general accordance with the DCP, computerized Critical Path Method (CPM) Project Schedule and Schedule of Values; and any additional documents the submission of which is required by this Agreement. When reference is made in the Contract

Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition of such publication or standard including revision and effect on the date of the issuance of all applicable permits.

1.13 Contract Time: The original time between Project commencement and Project completion, including any milestone dates thereof, established in Article 6 of the Contract, as may be amended by Change Order.

1.14 Contract Price: The Guaranteed Maximum Price agreed to between DESIGN/BUILD FIRM and the CITY. The Contract Price is not subject to increase, except as expressly allowed within the Contract Documents.

1.15 Design/Build Firm: \_\_\_\_\_, its successors and assigns, is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement, and is the person, firm or corporation liable for the acceptable performance of, and payment of all legal debts pertaining to, the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, and services offered. The DESIGN/BUILD FIRM is in no way relieved of the responsibility for the performance of all equipment furnished.

1.16 Design Criteria Package (DCP): DCP shall mean those certain conceptual plans and specifications and performance oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

1.17 Design Criteria Professional: Design Criteria Professional shall mean the individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes, and in connection with the preparation of the DCP; who shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project; and evaluate compliance of Project construction with the DCP.

1.18 Field Order: A written order issued by the Contract Administrator or Project Manager which orders minor changes in the Project but which does not involve a change in the Contract Price or Contract Time or a material change in the Work.

1.19 Final Completion: The date certified by the Project Manager or the Design Criteria Professional that all conditions of the permits and regulatory agencies have been met; all construction, including corrective and punch list work, has been performed; all administrative requirements of the Contract Documents have been completed; and CITY has received from DESIGN/BUILD FIRM all necessary documentation, as deemed by the CITY, including but not limited to the following: all final releases of liens, consent of surety, release of claims by DESIGN/BUILD FIRM, corrected as-built drawings, a final bill of materials, executed final adjusting Change Order, final invoice, "before and after" electronic DVD's (including, without limitation, electronic DVD's of stormwater lines and outfalls within the Project limits), copies of pertinent test results, correspondence, warranties, guarantees, operational manuals, spare parts, service contracts and tools.

1.20 [Intentionally Deleted].

1.21 Contractor: \_\_\_\_\_, its successors and assigns (the DESIGN-BUILD FIRM) shall also be the general contractor which shall perform the Work pursuant to this Agreement.

1.22 Hazardous Materials: As used in this Contract the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- (b) is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- (c) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
- (d) is any other material or substance giving rise to any liability, responsibility or duty upon the CITY with respect to any third person under any Hazardous Materials Law.

1.23 Hazardous Materials Laws: As used in this Contract, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

1.24 Material(s): Material(s) incorporated in this Project or used or consumed in the performance of the Work.

**1.25 GUARANTEED MAXIMUM PRICE: THE MUTUALLY AGREED UPON CONTRACT PRICE TO BE PAID TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN / BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMIT, ADMINISTER, COORDINATE, INSPECT, CONSTRUCT, AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE GUARANTEED MAXIMUM PRICE IS NOT SUBJECT TO INCREASE, EXCEPT AS EXPRESSLY ALLOWED WITHIN THE CONTRACT DOCUMENTS.**

1.26 Notice-to-Proceed: A written document issued by the Contract Administrator informing the DESIGN/BUILD FIRM to officially begin the Project.

1.27 Plans and Specifications: The official graphic and descriptive representations of the Project which, upon written approval of CITY, shall become a part of the Contract Documents.

1.28 Project: The DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the water main, storm water collection/disposal, electrical, curb/gutter, sidewalk, hardscape, and roadway reconstruction for the Lower North Bay Road Neighborhood 8B Right-of-Way Improvements Project. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road. A DCP has been prepared by the Design Criteria Professional and includes and/or references in such DCP, as the case may be, conceptual construction drawings and technical specifications for the civil engineering and electrical engineering disciplines. The DESIGN/BUILD FIRM shall obtain all necessary permits for the construction of the Project including, but not limited to, the following: Miami-Dade Department of Health, Miami-Dade Department of Environmental Resources Management, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, and the CITY's regulatory departments (i.e. Public Works, Fire, Building, etc.).

1.29 Project Manager: An authorized representative of CITY, who may be a CITY employee or a Resident Project Representative assigned to the Project by the CITY, assigned to make necessary observations of materials furnished by DESIGN/BUILD FIRM and of the Work performed by DESIGN/BUILD FIRM as detailed in Subsection 5.06.

1.30 Shop Drawings: Drawings, diagrams and schedules, and other data specially prepared by the DESIGN/BUILD FIRM or its Subcontractors, sub-Subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.31 Subconsultant: The person or entity who is a registered architect, professional engineer, professional land surveyor, and/or registered landscape architect having a contract with Consultant to provide professional services for the design of the Project and who is licensed by the State of Florida to provide said services.

1.32 Subcontractor: The person or entity having a direct contract with DESIGN/BUILD FIRM including one who furnishes material worked to a special design according to the Contract Documents for this Project, but does not include one who merely furnishes materials not so worked.

1.33 Substantial Completion: Subject to the requirements of Article 41, the date(s) certified by the Contract Administrator that all conditions of the permits and regulatory agencies have been met for the CITY's intended use of the Project, and all construction has been performed therein in accordance with the Contract Documents so CITY can fully occupy or utilize, as opposed to partially occupy or utilize, the Project for its intended purpose. At a minimum, a Certificate of Substantial Completion is one of the requirements for Substantial Completion.

1.34 Surety: The surety company or individual which is bound by the performance bond and payment bonds with and for DESIGN/BUILD FIRM who is primarily liable and which surety company or individual is responsible for DESIGN/BUILD FIRM's acceptable performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.35 Utilities: The public or private systems on the Project site for rendering electrical power, light, heat, gas, water, communication, sewage systems, and the like.

1.36 Work: The completed construction required by the Contract Documents, as permitted, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

## **ARTICLE 2 GENERAL PROVISIONS**

2.01 Generally: DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, Materials, equipment, Work, services, and incidentals necessary to perform all of the Work described in the Contract Documents, and related thereto for the Project, for the Guaranteed Maximum Price.

2.02 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM represents that it will furnish its best skill and judgment in performing the Work, and shall always act to further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.

By signing this Contract, the DESIGN/BUILD FIRM accepts a fiduciary duty with the CITY and warrants and represents to the CITY that the DESIGN/BUILD FIRM: (a) has all licenses and certifications required by Applicable Laws; (b) is experienced in all aspects of pre-construction and construction planning for projects similar to the Project; (c) will act in the CITY'S highest and best interests in performing the Work; and (d) that no employee or affiliate of the DESIGN/BUILD FIRM, including all Subconsultants, Subcontractors, and suppliers, at any tier, has been convicted of a public entity crime, fraud, theft and/or a property damage crime within the preceding thirty-six (36) months from the time this Contract is executed, pursuant to Section 287.133, Florida Statutes.

2.03 Intention of CITY: It is the intent of CITY to describe in this Agreement and the DCP a functionally complete Project to be designed and constructed in accordance with the Contract Documents, for the Guaranteed Maximum Price, and in accordance to all Applicable Laws governing construction of the Project. Any Work, services, Materials, or equipment that may reasonably be inferred from the Agreement and the DCP as being required to produce the intended result shall be supplied by DESIGN/BUILD FIRM whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or associations, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of issuance of all applicable permits. If a conflict exists between two or more referenced standards, the most stringent shall apply. The CITY shall have no duties other than those duties and obligations expressly set forth within the Agreement and the DCP.

2.04 Preliminary Matters:

2.04.01 Within five (5) calendar days prior to the pre-construction meeting described in Subsection 2.04.02, DESIGN/BUILD FIRM shall submit the following to Project Manager, for Project Manager's review and approval:

2.04.01.01 A CPM Project “Base Line” Schedule, one (1) copy on a CD, and one (1) hard copy (activities arranged in “waterfall”), in the indicated form for final review and approval:

- Bar Chart
- Modified CPM
- CPM
- Computerized CPM **using the latest edition of the Primavera software**

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

DESIGN/BUILD FIRM shall provide a preliminary man loaded, logic based CPM Project “Base Line” Schedule using “Early Start” and “Early Finish” dates for each activity. The DESIGN/BUILD FIRM shall include, in addition to normal work activity input, input that encompasses all submittal approvals; delivery durations for important materials and/or equipment; logic relationships of activities, including physical and site restraints; and shall clearly identify the Project’s critical path. This input shall be precedence based CPM scheduling using the most recent version of Primavera software. DESIGN/BUILD FIRM shall provide Project Manager with a copy of the software.

The preliminary CPM Project “Base Line” Schedule, when submitted, shall have attached a program-generated error report stating that no errors exist in the schedule.

DESIGN/BUILD FIRM shall submit monthly, with each requisition for payment, an update of the CPM Project Schedule (with a program-generated error report stating that no errors exist in the schedule and that does not revise the CPM Project “Base Line” Schedule’s Substantial Completion or Final Completion date) showing the progress for the month. DESIGN/BUILD FIRM SHALL SUBMIT ONE HARD COPY AND ONE ELECTRONIC COPY. In addition to the CPM Project “Base Line” Schedule, DESIGN/BUILD FIRM shall include a narrative report of the month’s progress, an explanation of any delays and or additions/deletions to activities.

It is strongly recommended that DESIGN/BUILD FIRM hire a seasoned professional, in the use of Primavera, to develop and update the Primavera CPM Project “Base Line” Schedule.

DESIGN/BUILD FIRM shall attend weekly progress meetings and provide an updated (3) week look ahead schedule for review and discussion and, monthly, be prepared to discuss any:

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

The CPM Project "Base Line" Schedule shall be the basis of the DESIGN/BUILD FIRM's Work and shall be complied with in all respects.

If the DESIGN/BUILD FIRM's Work becomes more than (30) days behind schedule DESIGN/BUILD FIRM shall be required to submit a "Make-Up" schedule to Project Manager, for review and approval, that demonstrates "Catch Up" within thirty (30) days. DESIGN/BUILD FIRM shall provide, at DESIGN/BUILD FIRM's sole expense, the necessary additional labor and or equipment necessary to make-up the lost time. Failure to provide a "Make-Up" schedule or vigorously follow the "Make-Up" schedule shall be reason to default DESIGN/BUILD FIRM.

2.04.01.02 After award, but prior to the submission of the final CPM Project "Base Line" Schedule, Project Manager, Contract Administrator and DESIGN/BUILD FIRM shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that CITY shall not be responsible for non-performance by the utility owners.

2.04.01.03 A preliminary schedule of Shop Drawing submissions; and

2.04.01.04 A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by DESIGN/BUILD FIRM at the time of submission.

2.04.02 At a time specified by Project Manager, but before DESIGN/BUILD FIRM commences the Work at the Project site, a conference attended by DESIGN/BUILD FIRM, Project Manager and others, as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Subsection 2.04.01; to discuss procedures for handling Shop Drawings and other submittals; for processing requisitions for payment; and to establish a working understanding among the parties as to the Work.

2.04.03 Within thirty-five (35) days from the Project Initiation Date (as set forth in the first Notice-to-Proceed), a conference attended by DESIGN/BUILD FIRM, Project Manager and others, as deemed appropriate by Contract Administrator, will be held to finalize the schedules submitted in accordance with Subsection 2.04.01. Within forty-five (45) days after the Project Initiation Date (as set forth in the first Notice-to-Proceed), the DESIGN/BUILD FIRM shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Project Manager

review. The finalized CPM Project "Base Line" Schedule will be accepted by Project Manager only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by CITY of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will not impose on the CITY responsibility for the progress or scheduling of the Work, nor relieve DESIGN/BUILD FIRM from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to Project Manager as providing a workable arrangement for processing the submissions. The finalized Schedule of Values pursuant to Subsection 2.04.01.03 above must be acceptable to Project Manager as to form and substance.

2.05 The DESIGN/BUILD FIRM agrees that the Work shall be performed in a good and professional manner, free from defects in Materials and workmanship, conflicts, and that all Materials shall be new and approved by and acceptable to the Project Manager and Contract Administrator, except as otherwise expressly provided for in the Contract Documents. The DESIGN/BUILD FIRM shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project improvements.

### **ARTICLE 3 INTENTION OF AGREEMENT**

It is the intent of the Agreement and the DCP to describe a functionally complete Project to be designed and constructed by the DESIGN/BUILD FIRM in accordance with the Contract Documents and for the Guaranteed Maximum Price. Any Work, Materials, services or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to Applicable Laws including, without limitation, reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of issuance of all applicable permits. Applicable Laws that may be changed after a permit is issued may result in additional compensation should additional Work or services be required on behalf of the DESIGN/BUILD FIRM.

### **ARTICLE 4 CONTRACT DOCUMENTS**

4.01 The Contract Documents shall be followed as to Work, Materials, and dimensions except when the Contract Administrator may authorize, in his/her sole discretion, and in writing, an exception.

4.02 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Consultant, with concurrent written notice to Contract Administrator and Project Manager. DESIGN/BUILD FIRM shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Consultant, with concurrent written notice to Contract Administrator and Project Manager.

4.03 DESIGN/BUILD FIRM shall maintain four (4) copies of the Contract Documents; two (2) of which shall be preserved and always kept accessible at the site for the Contract Administrator, Project Manager, and/or their authorized representatives.

4.04 This Contract incorporates by reference the Contract Documents defined in Subsection 1.12. The following documents listed in Subsection 1.12 have the following order of precedence, beginning with the most important:

1. This Agreement (Contract) and all exhibits, addendums, and amendments thereto;
2. Change Orders (to the extent permitted under this Agreement);
3. The Specifications (approved and permitted);
4. The Plans (approved and permitted);
5. The DCP;
6. CPM Project Schedule and Schedule of Values.

#### **ARTICLE 5 SCOPE OF WORK**

5.01 DESIGN/BUILD FIRM hereby agrees to complete the Project generally described by the DCP, including furnishing all preliminary study designs, drawings and specifications, job site inspection, administration of construction, engineering, architecture, landscape architecture, and land surveying services, labor, materials, equipment and other services necessary to perform all of the Work described in the Contract Documents, to be prepared by the DESIGN/BUILD FIRM, including drawings and addenda thereto for the construction of the Project, to be constructed in accordance with the requirements and provisions of said Contract Documents and for the Guaranteed Maximum Price.

5.02 DESIGN/BUILD FIRM agrees to meet with Contract Administrator and/or Project Manager or their designees at reasonable times and with reasonable notice.

5.03 Prior to the Final Completion of construction services under this Agreement, and as a condition precedent to final payment, there shall be established a record set of Plans and Specifications, on reproducible vellum and on CD Rom, noncompressed, formatted in the latest version of AutoCAD, which shall bear the approvals of DESIGN/BUILD FIRM and Contract Administrator. Such approval shall be indicated by the written signature of both parties. In addition, prior to the commencement of construction services under this Agreement, DESIGN/BUILD FIRM shall submit to the Contract Administrator a CPM Project "Base Line" Schedule, and such other items as required in Subsection 2.04.03, for the planning and execution of the Construction Phase of the Project, for prior written approval by Project Manager.

5.04 DESIGN/BUILD FIRM herein represents that Construction Manager, at a minimum, will provide the following services:

5.04.01 At least thirty (30) days prior to the commencement of the Construction Phase of the Project, the DESIGN/BUILD FIRM will identify and provide the qualifications of a suitably qualified and experienced Construction Manager who will be full time, on site at the Project.

5.04.02 DESIGN/BUILD FIRM will use reasonable efforts to have the same Construction Manager on the Project full time to its conclusion, and any new

representative will first be approved in writing by Contract Administrator before permanent assignment. Approval shall not be unreasonably withheld.

5.04.03 The Construction Manager will conduct weekly on-site meetings with the Contractor and its Subcontractors at regular times, as previously agreed upon and approved by the Project Manager, and shall issue weekly reports on the progress of the Work and the minutes of the previous meeting.

5.04.04 Construction Manager will administer the Contractor's Work.

5.04.05 The Construction Manager shall maintain and monitor the CPM Project Schedule, subject to Project Manager's prior written approval, and implement updates as required.

5.04.06 The Construction Manager shall coordinate the processing of shop drawings and material submittals.

5.04.07 The Construction Manager will endeavor to achieve satisfactory performance by Contractor and, if required, will require corrections to Contractor's Work including, but not limited to, maintaining punch lists and observing testing.

5.04.08 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.

5.04.09 The Construction Manager will assist in the preparation of record drawings, and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.

5.04.10 The Construction Manager will observe testing and start-up activities of machinery and utilities.

5.04.11 The Construction Manager will secure all equipment brochures and warranties from the Contractor.

5.04.12 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.

5.05 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:

5.05.01 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.

5.05.02 Consultant shall design the Project so as to comply with Applicable Laws.

5.05.03 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action

upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.

Consultant shall also submit the Plans and Specifications to the Design Criteria Professional, with a copy to Contract Administrator, for his/her review and written approval. Design Criteria Professional shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Design Criteria Professional's approval of the Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, the DCP, and/or with the terms of this Contract. Except as provided in, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Design Criteria Professional, shall constitute a representation by the Design Criteria Professional that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of Contractor, Subcontractors, and those in the building trade; and include documents necessary for regulatory agency and other governmental approvals.

5.05.04 Consultant shall prepare construction change directives, if necessary, at no additional cost to CITY, and authorize minor changes in the Work, as provided in the Contract Documents.

5.05.05 Consultant shall receive and review for compliance with the Contract Documents all written warranties and related documents required hereby to be assembled upon Substantial Completion and issue Applications for Payment performed in compliance with the requirements of the Contract Documents;

5.05.06 The approved and permitted Plans and Specifications, shall constitute a representation by Consultant to CITY that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of Contractor, Subcontractors, and those in the building trade; and include documents necessary for regulatory agency and other governmental approvals.

5.06 Project Manager will provide the following services:

5.06.01 The Project Manager shall review Applications for Payment and coordinate the processing thereof with the CITY.

5.06.02 The Project Manager shall monitor the schedule(s).

5.06.03 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN / BUILD FIRM.

5.06.04 The Project Manager shall review and observe the Work and testing thereof for general conformance and compliance with the intent of the DCP.

5.06.05 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes, with the exception of weekly construction progress meetings as noted in 5.04.03.

5.06.06 At all times the Project Manager will act as liaison between the parties to this Agreement, and Contract Administrator.

#### **ARTICLE 6 COMPLETION DATE**

6.01 Time is of the essence for the DESIGN/BUILD FIRM'S performance of the Work pursuant to this Contract. The DESIGN/BUILD FIRM agrees to complete the Work in accordance with the accepted CPM Project Schedule and to achieve Substantial Completion of the Work, in accordance with this Contract, and within the Contract Time. DESIGN/BUILD FIRM acknowledges that failure to achieve Substantial Completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project. Completion of the Work shall be achieved no later than sixty (60) calendar days after issuance of a Certificate of Substantial Completion by the Contract Administrator.

6.02 DESIGN/BUILD FIRM shall be instructed to commence the Work by written instructions in the form of a Purchase Order issued by the CITY's Procurement Director, and Notices-to-Proceed issued by the Contract Administrator. As contemplated in subsection 6.02.01 hereof, and following the issuance of the first Notice-to-Proceed, the City's intent is to issue multiple Notices-to-Proceed for the construction phase of this Contract. DESIGN/BUILD FIRM shall commence scheduling activities, permit applications, and other preconstruction work within five (5) calendar days after the Project Initiation Date, which shall be the same as the date of the first Notice-to-Proceed. The first Notice-to-Proceed and Purchase Order will not be issued until DESIGN/BUILD FIRM'S submission to CITY of all required documents and after execution of the Contract by both parties.

6.02.01 The CITY may issue phased (i.e. multiple) Notices to Proceed for the construction phase based on the receipt of permits from the respective regulatory agencies. The receipt of all necessary permits by DESIGN/BUILD FIRM and review, approval, and acceptance of the CPM Project Schedule by CITY, in accordance with the technical specifications, submittal schedule, and Schedule of Values, is a condition precedent to the issuance of any subsequent Notices-to-Proceed to mobilize on the Project site and commence with physical construction work. DESIGN/BUILD FIRM shall bear the responsibility for all re-work, including design and permitting costs, should the respective regulatory agencies require. Contractor shall submit all necessary documents required by this provision within twenty-one (21) calendar days of the issuance of the first Notice-to-Proceed.

6.02.02 The DESIGN / BUILD FIRM shall complete the design phase within 60 calendar days of the Notice-to-Proceed No. 1.

6.02.03 The DESIGN / BUILD FIRM shall complete the permitting phase within 90 calendar days from commencement of this activity.

6.02.04 The DESIGN / BUILD FIRM shall complete the construction phase within 330 calendar days from the first issuance of a Notice-to-Proceed No. 2.

**6.03 TIME IS OF THE ESSENCE THROUGHOUT THIS CONTRACT. THE WORK SHALL BE SUBSTANTIALLY COMPLETED WITHIN FIVE HUNDRED AND SEVENTY (570) CALENDAR DAYS FROM THE DATE SPECIFIED IN THE SECOND NOTICE-TO-PROCEED**

**(I.E. WITHIN FIVE HUNDRED AND SEVENTY (570) CALENDAR DAYS FROM THE PROJECT INITIATION DATE), AND COMPLETED AND READY FOR FINAL PAYMENT IN ACCORDANCE WITH ARTICLE 8, WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE CERTIFIED BY CONTRACT ADMINISTRATOR AS THE DATE OF SUBSTANTIAL COMPLETION.**

6.04 Upon failure of DESIGN/BUILD FIRM to substantially complete the entire Contract within the total specified period of time, plus approved time extensions, DESIGN/BUILD FIRM shall pay to CITY the sum of One Thousand Four Hundred and 00/100 Dollars (\$ 1,400.00) for each calendar day after the time specified in Article 6 (plus any approved time extensions) for Substantial Completion on the entire Project. After Substantial Completion, should DESIGN/BUILD FIRM fail to complete the remaining Work within ten (10) calendar days after said sixty (60) calendar day period for completion and readiness for final payment, DESIGN/BUILD FIRM shall pay to CITY the sum of One Thousand Four Hundred and 00/100 Dollars (\$ 1,400.00) for each calendar day after said ten (10) calendar day period, for completion and readiness for final payment. The time frame for liquidated damages shall not commence and thus shall not be tolled until the Contract Administrator submits the punch list to the DESIGN/BUILD FIRM. These amounts are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Contract on time.

6.05 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Contract or as much thereof as CITY may, in its sole discretion, deem just and reasonable. The CITY shall first deduct the liquidated damages from the monies referenced in Subsection 8.02.

6.06 DESIGN/BUILD FIRM shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by Project Manager in administering the construction of the Project beyond the completion date specified above. All such costs shall be deducted from the monies due DESIGN/BUILD FIRM for performance of Work under this Contract by means of unilateral credit Change Orders issued by CITY as costs are incurred by Project Manager and agreed to by Contract Administrator.

#### **ARTICLE 7 DESIGN/BUILD FIRM'S RESPONSIBILITY**

7.01 The parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the water main, storm water collection/ disposal, hardscape, electrical, curb/gutter, sidewalk, and road reconstruction scope of work for the Lower North Bay Road Neighborhood 8B Right-of-Way Improvements Project. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road. The DCP has been prepared by the Design Criteria Professional and includes (or references therein as the case may be) conceptual construction drawings and technical specifications for the civil engineering and electrical engineering disciplines. The DESIGN/BUILD FIRM shall obtain all necessary permits for the construction of the Project

including but not limited to the following: Miami-Dade Department of Health, Miami-Dade Department of Environmental Resources Management, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, and the CITY's regulatory departments (ie. Public Works, Fire, Building, etc.).

7.02 DESIGN/BUILD FIRM shall be fully responsible for applying for and securing all permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured and paid for by DESIGN/BUILD FIRM. It is DESIGN/BUILD FIRM'S responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed and for all persons working on the Project for whom a certificate of competency is required.

7.03 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees including, but not limited to: the Contractor, Consultant, Subcontractors, Subconsultants, sub-Subcontractors, sub-Subconsultants, material persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.

7.04 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its Contractor, Consultant, Subcontractors, Subconsultants, sub-Subcontractors, sub-Subconsultants, material persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for Contractor, Consultant, Subcontractors or Subconsultant; and any and all persons for whose acts any of the aforesated may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and Consultant, or CITY and any Subcontractor, Subconsultant, sub-Subcontractor, sub-Subconsultant, or any other person working either for DESIGN/BUILD FIRM or for any of the aforesated parties in conjunction with the design and construction of the Project; including, without limitation, any obligation on the part of CITY to pay or to see to the payment of any monies due to any of the aforesated parties.

7.05 DESIGN/BUILD FIRM agrees to bind its Consultant, Subcontractors, and Subconsultants to the applicable terms and conditions of this Agreement for the benefit of CITY.

7.06 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, Materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

7.07 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, Consultants, Subcontractors and Subconsultants at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.

7.08 [Intentionally omitted]

7.09 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the Materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project; including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Contract Administrator in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, Consultant, Subcontractors, Subconsultants, and sub-Subcontractors to observe and comply with all Applicable Laws.

7.10 In the event of a change after the issuance of any applicable permit for the Project in any Applicable Law which in any manner affects the Project, DESIGN/BUILD FIRM shall advise the Contract Administrator, in writing, and the Contract Administrator may initiate a Changer Order request to the DESIGN/BUILD FIRM and process a Change Order, the purpose of which shall be to bring the Project into compliance with such Applicable Law, as amended or enacted.

7.11 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent State statutes involving State taxes and complying with all requirements.

7.12 CITY shall have the right to inspect and copy, at CITY'S expense, the books and records and accounts of the DESIGN BUILD/FIRM which directly relate to the Project, and to any claim for additional compensation made by the DESIGN BUILD/FIRM, and to conduct an audit of the financial and accounting records of the DESIGN BUILD/FIRM which relate to the Project and to any claim for additional compensation made by the DESIGN BUILD/FIRM. DESIGN BUILD/FIRM shall retain and make available to CITY all such books and records and accounts or portions thereof, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, the DESIGN BUILD/FIRM shall provide CITY access to its books and records subject to this section upon three (3) business day's written notice.

7.13 The DESIGN/BUILD FIRM shall perform the Work and complete the Project for the Guaranteed Maximum Price, in accordance with the Contract Documents, and shall achieve Substantial Completion of the Work within the Contract Time. Completion of the Work shall be achieved no later than sixty (60) calendar days after issuance of a Certificate of Substantial Completion, as referenced by Article 6 of the Contract.

7.14 DESIGN/BUILD FIRM shall furnish efficient business administration, coordination, management and supervision of the Work and services required to complete the Project, and shall cooperate with the Project Manager and the Contract Administrator, and their respective representatives, in furthering the interests of CITY in the expeditious completion of the Project at the lowest cost to CITY, consistent with the requirements of the Contract Documents and prudent and customary construction practices.

7.14.01 The DESIGN/BUILD FIRM shall perform the Work, and shall cause Contractor and Subcontractors to perform the Work, in strict accordance with all

Applicable Laws. By signing this Agreement, the DESIGN/BUILD FIRM represents and warrants that it is familiar with all Applicable Laws that govern the Work.

7.14.02 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore, and shall bear all costs attributable thereto.

7.14.03 In the event that Work is deemed by competent authority not to comply with Applicable Laws, the DESIGN/BUILD FIRM shall bring such Work into compliance with such Applicable Laws. If an Applicable Law(s) is enacted after the issuance of an applicable permit for the Project, and the DESIGN/BUILD FIRM had no reasonable prior knowledge of such a change to the Applicable Law(s), such change shall be considered an unforeseeable and unavoidable cost, and the CITY shall approve a Change Order to bring such Work into compliance with such Applicable Law(s). New interpretations of existing Applicable Laws shall not be considered an unforeseeable and unavoidable cost.

7.15 The DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Guaranteed Maximum Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Guaranteed Maximum Price and the Contract Time.

**THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP, FOR THE PROJECT IS ACCURATE, PRACTICAL, CONSISTENT, AND / OR CONSTRUCTIBLE.**

7.16 The DESIGN/BUILD FIRM accepts the Project site in its observable and/or documented condition existing at the time of this Agreement, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project. By signing this Contract, the DESIGN/BUILD FIRM represents to the CITY that it has: (a) visited the Project site to become familiar with the conditions under which the Work is to be performed; (b) become familiar with all information provided (without warranty) by the CITY pertaining to the Project site; and (c) correlated its observations with the information furnished by the CITY (without warranty), and the Contract Documents. The DESIGN/BUILD FIRM hereby waives additional time or compensation for additional work made necessary by observable and/or documented conditions existing at the Project site, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.

7.17 The DESIGN/BUILD FIRM agrees specifically that no Change Orders shall be required by the DESIGN/BUILD FIRM or considered by the City for reasons involving conflicts in the Contract Documents; questions of clarity with regard to the Contract Documents; and incompatibility or conflicts between the Contract Documents and the existing Project site conditions including, without limitation, utilities and unforeseen underground conditions. The

DESIGN/BUILD FIRM acknowledges that it has ascertained all correct locations for points of connection for all utilities required for this Project.

7.18 The DESIGN/BUILD FIRM shall, as may be required for the proper execution and completion of the Work, secure all necessary permits and revisions thereto, fees, and licenses, as required by Applicable Laws to complete the Project including, but not limited to, all necessary utility connection permits and fees.

7.19 The DESIGN/BUILD FIRM shall comply with all conditions of any permits issued by government authorities.

**ARTICLE 8 THE CONTRACT PRICE (GUARANTEED MAXIMUM PRICE)  
AND METHOD OF PAYMENT**

8.01 The Contract Price is the Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and CITY under this Contract, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.

8.01.01 The Contract Price for the Project, which is also the Guaranteed Maximum Price as is specifically defined and delineated in Attachment III to this Contract, which is attached and incorporated hereto.

**8.01.02 In the event that the DESIGN/BUILD FIRM'S total approved expenditures for the Project exceed the Guaranteed Maximum Price, the DESIGN/BUILD FIRM shall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.**

8.02 METHOD OF BILLING AND PAYMENT

8.02.01 During the Construction Documents Phase, DESIGN/BUILD FIRM may submit a request for payment monthly based upon percentage of completion of the (final construction) Plans and Specification. During the Construction Phase, DESIGN/BUILD FIRM may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the second Notice-to-Proceed, and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. DESIGN/BUILD FIRM's requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Contract Administrator. At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of Subcontractors that performed Work during the payment application period being submitted; releases of liens from the Contractor for the previous period being billed; releases of liens from Subcontractors that have performed Work during the previous billing period unless payment for the previous period has not been received by the DESIGN/BUILD FIRM; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated CPM Project Schedule (as approved); and back up for all items being billed. The certification of Work will mean compliance by DESIGN/BUILD FIRM with the approved CPM Project Schedule; that as-built drawings

of improvements are current for the prior period; and Applicable Laws are being met and complied with. Each requisition for payment shall be submitted in triplicate to the Project Manager for approval. Payment for Work performed will be made within thirty (30) calendar days after receipt of a proper requisition for payment, but not more frequently than once a month (i.e. every thirty [30] days). The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule as indicated in the CPM Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

8.02.02 CITY agrees that it will pay DESIGN/BUILD FIRM within thirty (30) calendar days of receipt of DESIGN/BUILD FIRM's proper requisition for payment, as provided above.

8.02.03 Ten percent (10%) of all monies earned by DESIGN/BUILD FIRM shall be retained by CITY until the Project has obtained Final Completion and been accepted by CITY, except that upon completion of the Construction Documents Phase and approval by CITY of the Work performed under such phase, the Contract Administrator may release the entire amount of the retainage pertaining to the Consultant fees associated with the Construction Documents Phase. After fifty percent (50%) of the Construction Phase of the Project has been completed, the Contract Administrator, upon written request of the DESIGN/BUILD FIRM and written Consent of Surety in support of said request, may reduce the retainage to five percent (5%) of all monies earned subsequent to the Construction Documents Phase. Any interest earned on retainage shall accrue to the benefit of CITY.

8.02.04 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's receipt of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74 (4), Florida Statutes. This section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.

8.03 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Contract Administrator shall, within fourteen (14) calendar days, make an inspection thereof. If the Contract Administrator finds the Project acceptable under the Contract Documents and the Project fully performed, a Final Certificate of Payment shall be issued by the Contract Administrator, over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.

8.04 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Contract Administrator a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, Consultant, Subcontractors, and Subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. Contractor shall submit a completed as-built drawings package (two (2) full-size (24"x36") and two (2) half-size (11"x17"), to-scale, hard reproducible copies and two (2) CD Rom non-compressed formatted in the latest version of AutoCAD), signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's

Public Works Department, and proof that all permits have been closed; which shall be delivered prior to requesting final payment. A Certificate of Occupancy, and/or Certificate of Completion (CC), will be obtained prior to final payment being made, if required.

8.05 CITY may withhold final payment or any progress payment to such extent as may be necessary on account of:

8.05.01 Defective Work not remedied.

8.05.02 Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM.

8.05.03 Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, Subcontractors or Subconsultants, or for material or labor.

8.05.04 Damage to another Subcontractor, Subconsultant, supplier, material person (as provided for in F.S. 713), party, or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, Contractor, Consultant, Subconsultants, Subcontractors, sub-Subcontractors, sub-Subconsultants, material person and suppliers.

8.05.05 Liquidated damages pursuant to Article 6 hereof.

8.05.06 As-built drawings not being in a current and acceptable state.

8.05.07 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The DESIGN/BUILD FIRM's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

When the above grounds are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.

8.06 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of DESIGN/BUILD FIRM, or by issuance of Change Orders affecting final completion, and the Contract Administrator so certifies, CITY shall, upon certification of the Contract Administrator, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

8.07 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.

8.08 If the Contract Administrator, in its reasonable judgment, determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the Contract Administrator to be sufficient to so complete the Work.

8.09 DESIGN/BUILD FIRM shall remain liable for Subcontractors' Work and for any unpaid laborers, material suppliers or Subcontractors in the event it is later discovered that said Work is deficient or that any Subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.

8.10 The DESIGN/BUILD FIRM shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the DESIGN/BUILD FIRM in performance of the Work.

8.11 Payment will be made to DESIGN/BUILD FIRM at:

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**ARTICLE 9 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. Any extra or additional work within the scope of this Project may be accomplished by means of appropriate Field Orders, and/or fully executed and approved Change Orders.

**ARTICLE 10 CITY'S RESPONSIBILITIES**

10.01 CITY shall assist DESIGN/BUILD FIRM by placing at its disposal any available information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment; property, boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; and known zoning, deed and other land use restrictions.

10.02 CITY shall arrange for access to and make all provisions for DESIGN/BUILD FIRM to enter upon public property as required for DESIGN/BUILD FIRM to perform its services.

## **ARTICLE 11 RESOLUTION OF DISPUTES**

11.01 To attempt to prevent all disputes and litigation, it is agreed by the parties hereto that Contract Administrator shall first decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and Materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents, and Contract Administrator's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 11.02. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and DESIGN/BUILD FIRM shall be submitted to Contract Administrator, in writing, within twenty-one (21) calendar days of the discovery of the occurrence. Unless a different period of time is set forth herein, Contract Administrator shall notify DESIGN/BUILD FIRM in writing of the decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Contract Administrator requires additional time to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM and CITY shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternate means of construction.

11.02 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the Contract Administrator's determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to avoid litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

11.03 Pending final resolution of a claim, including mediation, unless otherwise agreed in writing by the CITY, DESIGN/BUILD FIRM shall proceed diligently with performance of the Contract and the CITY shall continue to make payments in accordance with the Contract Documents.

11.04 Any mediator used shall be certified in accordance with State of Florida law. Mediation will be conducted in Miami-Dade County.

## **ARTICLE 12 SUBCONTRACT REQUIREMENTS**

12.01 [Intentionally omitted]

12.02 [Intentionally omitted]

12.03 [Intentionally omitted]

12.04 [Intentionally omitted]

12.05 All Subcontracts shall require the following:

12.05.01 That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the CITY or Consultant or attributable to the CITY or Consultant and including claims based on breach of contract or negligence, shall be an extension of its Contract Time.

12.05.02 In the event of a change in the Work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 7% for overhead and profit and bond costs.

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

12.05.04 Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to DESIGN/BUILD FIRM within the time and in the manner in which the DESIGN/BUILD FIRM must submit such claims to the CITY, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

12.05.05 Each subcontract shall include a provision stating that the subcontract is assignable to the CITY in the event of a termination of all or part of the Contract. Said assignment shall be at the sole option and discretion of the CITY and, if agreed to by CITY shall be upon the same terms and conditions as the original subcontract, unless otherwise mutually negotiated by CITY and Subcontractor.

12.05.06 The DESIGN/BUILD FIRM shall be solely responsible to the CITY for the acts and omissions of its employees and agents and its Contractor, Consultant, Subcontractors, Subconsultants, and their agents and employees, and all other persons performing any of the work or services or supplying materials under a contract to the DESIGN/BUILD FIRM.

12.05.07 The DESIGN/BUILD FIRM shall provide the Project Manager with a copy of each subcontract, including the general supplementary conditions.

**ARTICLE 13 [This Article left intentionally blank]**

**ARTICLE 14 [This Article left intentionally blank]**

**ARTICLE 15 SECURITY [This Article left intentionally blank]**

**ARTICLE 16 INSPECTION OF PROJECT**

16.01 The CITY, Contract Administrator, and their authorized representatives, shall have access to the Project at all times and DESIGN/BUILD FIRM shall provide proper facilities for

such access. Such access shall be in accordance with the reasonable rules of the DESIGN/BUILD FIRM.

16.01.01 Should the Contract Documents, any Applicable Laws, or any public authority require any Work for the Project to be specially tested or approved, DESIGN/BUILD FIRM shall give to the Contract Administrator timely notice of readiness of the Work for inspection. If the testing or approval is to be made by an authority other than CITY, timely notice shall be given of the date fixed for such testing. Inspections shall be made promptly, and, where practicable, at the source of supply. Within a reasonable time from execution of this Agreement, CITY shall provide DESIGN/BUILD FIRM with a letter (or e-mail) listing the areas of Work the CITY will inspect. If defined Work for the Project should be covered up without required inspection/approval, it must, if required by the Contract Administrator, be uncovered for examination, and properly restored at DESIGN/BUILD FIRM's expense.

16.01.02 Re-examination and retesting of any Work may be ordered by the Contract Administrator and, if so ordered, such Work must be uncovered by DESIGN/BUILD FIRM. If such Work is found to be in accordance with the Contract Documents, CITY shall pay the cost of re-examination, re-testing and replacement. If such Work is not in accordance with the Contract Documents, DESIGN/BUILD FIRM shall pay such cost.

16.02 The payment of any compensation, regardless of its character or form, or the giving of any gratuity or the granting of any valuable favor by DESIGN/BUILD FIRM to any inspector is forbidden, and any such act on the part of DESIGN/BUILD FIRM will constitute a breach of this Agreement.

## **ARTICLE 17 SUPERINTENDENCE AND SUPERVISION**

17.01 The orders of the CITY are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Contract and the other Contract Documents. Construction Manager shall keep on the Project during its progress, a full-time, competent, English speaking supervisor who shall serve as the superintendent, and any necessary assistants, all satisfactory to the Project Manager.

17.02 Construction Manager or Contractor's superintendent shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the Work; time of commencement of Work for the day; the Work performed; materials, labor, personnel, equipment and Subcontractors utilized for the Work; any idle equipment and reasons for idleness; visitors to the Project site; any special or unusual conditions or occurrences encountered; any materials delivered to the Project site; and the time of termination of Work for the day. The daily bound log shall be available for inspection by the CITY, or its authorized designee, at all times during the Project, without previous notice.

17.03 If DESIGN/BUILD FIRM, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including, but not limited to, the Plans and Specifications, it shall be DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Contract Administrator, in writing, and the Contract Administrator will promptly verify same. Any Work

done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN BUILD/FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

17.04 DESIGN/BUILD FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the Project in accordance with the Contract Documents. DESIGN/BUILD FIRM shall be solely responsible for the design, preparation of Construction Documents, means, methods, techniques, safety, sequences and procedures of construction. DESIGN/BUILD FIRM shall give efficient supervision to the Work, using DESIGN/BUILD FIRM's best skill, attention, and judgment.

#### **ARTICLE 18 CITY'S RIGHT TO TERMINATE AGREEMENT**

18.01 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified; or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules; or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written notice from the Contract Administrator of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the City's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall be entitled to receive the difference. If such damages and costs exceed the unpaid balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

18.02 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM shall be the same as if the notice of termination

had been issued pursuant to the Termination for Convenience clause, as set forth in Section 18.03 below.

18.03 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM'S receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOST PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

18.04 Upon receipt of Notice of Termination pursuant to Sections 18.01 or 18.03 above, DESIGN/BUILD FIRM shall, at its sole cost and expense and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents, whether completed or in process. Compensation shall be withheld until all documents are provided to CITY pursuant to this Article.

#### **ARTICLE 19 DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

19.01 If the Project should be stopped under an order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of anyone employed by DESIGN/BUILD FIRM; or if the Contract Administrator should fail to review and approve or state in writing reasons for non-approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager or Contract Administrator (as applicable), then DESIGN/BUILD FIRM may give written notice to CITY, through Contract Administrator, of such delay, neglect, or default, specifying the same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expense sustained, But excluding any claim for payments for lost profits, indirect, special, consequential, or other damages.

#### **ARTICLE 20 "OR EQUAL" CLAUSE**

20.01 Whenever a material, article or piece of equipment is identified in the Contract Documents, including without limitation, in the Plans and Specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard and, unless it is followed by words indicating that "no substitution is permitted," any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable

provided the material, article or equipment so proposed is, in the opinion of the Contract Administrator:

- 20.01.01 At least equal in quality, durability, appearance, strength and design;
- 20.01.02 Performs at least equally the function imposed in the general design for the Project;
- 20.01.03 Conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Plans and Specifications; and
- 20.01.04 Carries the same guaranty or warranty of the specified equipment.

All substitution requests will be made via written request which shall be attached to a shop drawing and/or Change Order which shall be attached to a detailed description of the specified item and a detailed description of the proposed substitution. A comparison letter itemizing all deviations from specified items must be included for the Contract Administrator to properly evaluate substitution. Failure to provide the deviation comparison sheet shall automatically deny the request.

Any changes, inclusive of design changes, made necessary to accommodate substituted equipment under this paragraph shall be at the expense of DESIGN/BUILD FIRM.

20.02 Contract Administrator's written consent will be required as to acceptability, and no substitute will be ordered, installed or utilized without Contract Administrator's prior written acceptance, which will be evidenced by either a Change Order or an accepted shop drawing. CITY may require DESIGN/BUILD FIRM to furnish, at DESIGN/BUILD FIRM'S expense, a special performance guarantee or other surety with respect to any substitute.

## **ARTICLE 21 PLANS AND SPECIFICATIONS**

21.01 CITY, through its Contract Administrator, shall have the right to require DESIGN/BUILD FIRM to modify the details of the Plans and Specifications, to supplement same with additional plans, drawings, specifications, or additional information as the Project proceeds which are within the specific intent and stated scope of the Project and which do not cause increase in Contract Price or Contract Time, all of which shall be considered as part of the Contract Documents, at no additional cost to the CITY. All plans, general and detail, are to be deemed a part of this Agreement, and the Plans and Specifications and other Contract Documents are to be considered together, and are intended to be mutually complementary, so that any work shown on the Plans, though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by DESIGN/BUILD FIRM as part of the Contract Documents. All things which, in the opinion of the Contract Administrator, may reasonably be inferred from the Contract Documents, including, but not limited to, the Plans and Specifications, are to be executed by DESIGN/BUILD FIRM under the terms of the Contract Documents; and the Contract Administrator shall determine whether said Plans and Specifications conform to the Contract Documents. In the event the work requested under this Article expands the scope of the Project, DESIGN/BUILD FIRM may seek a Change Order pursuant to Article 37.

## **ARTICLE 22 DESIGN/BUILD FIRM TO CHECK DRAWINGS AND DATA**

22.01 DESIGN/BUILD FIRM shall take measurements and verify all dimensions, conditions, quantities and details shown on the Plans and Specifications including, but not limited to, the drawings, schedules, or other data. Failure to discover or correct errors, conflicts or discrepancies shall not relieve DESIGN/BUILD FIRM of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom, nor from rectifying such condition at DESIGN/BUILD FIRM'S own expense. DESIGN/BUILD FIRM will not be allowed to take advantage of any error or omissions.

#### **ARTICLE 23 WARRANTY**

23.01 DESIGN/BUILD FIRM warrants to CITY that all Materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project will be of good quality, free from faults and defects and in conformance with the Contract Documents. The standard of quality shall be at least that employed by similarly qualified design/build firms that are duly qualified and licensed to perform similar projects. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If Materials or equipment are improperly stored and become altered as a result of such improper storage, DESIGN/BUILD FIRM shall replace said Materials and/or equipment with new ones at no additional cost. DESIGN/BUILD FIRM shall be responsible for proper storage and safeguarding of all Materials and equipment. If required by the Contract Administrator, DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. The warranty requirements set forth in the Contract Documents as herein defined shall govern warranty terms and conditions for all warranty items expressed or implied. The DESIGN/BUILD FIRM'S warranty period under this Article shall be one (1) year from the date of Substantial Completion of the Project. However, this section shall not abridge the times or impede the rights and remedies afforded the CITY against other entities or persons under the Contract Documents, or by law.

#### **ARTICLE 24 SUPPLEMENTARY DRAWINGS**

24.01 When, in the opinion of DESIGN/BUILD FIRM and/or CITY, it becomes necessary to explain more fully the Work to be done, or to illustrate the Project further to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by the Consultant and submitted by DESIGN/BUILD FIRM to the Contract Administrator for review and written acceptance.

24.02 The authorized supplementary drawings shall be binding upon DESIGN/BUILD FIRM with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the estimated quantities of work, appropriate adjustments shall be made pursuant to Change Order.

#### **ARTICLE 25 [This Article left intentionally blank]**

#### **ARTICLE 26 GENERAL WORKMANSHIP**

26.01 Articles, materials, and equipment specified or shown on drawings shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions. DESIGN/BUILD FIRM shall, if required, furnish satisfactory evidence as to kind and quality of the materials. Should materials arrive to the

jobsite new and be improperly stored and deteriorate from new condition, the materials shall be replaced at no additional cost to CITY.

26.02 DESIGN/BUILD FIRM shall apply, install, connect, and erect manufactured items or materials according to recommendations of manufacturer when such recommendations are not in conflict with the Contract Documents. If there is conflict between manufacturer recommendations and the Contract Documents, Contract Administrator shall be notified and shall approve, in writing, any corrective actions prior to implementation of same.

### **ARTICLE 27 DEFECTIVE WORK**

27.01 Contract Administrator shall have the authority to reject or disapprove Work for the Project which Contract Administrator finds to be defective. Defective work is defined as Work not in accordance with the Contract Documents; not in conformance with Applicable Laws; installed in violation of the manufacturer's written instructions where the installation has caused new materials to be detrimentally affected; where the life expectancy of the material installed is reduced; or otherwise installed in a non-workmanlike manner. If required by Contract Administrator, DESIGN/BUILD FIRM shall promptly either (as directed) correct all defective work or remove it from the Project site, and replace it with non-defective work. DESIGN/BUILD FIRM shall bear all costs of such removal or correction.

27.02 If, within one (1) year after Substantial Completion, any Work is found to be defective or not in accordance with the Contract Documents, DESIGN/BUILD FIRM shall correct it promptly without cost to CITY, after receipt of written notice from CITY to do so, unless CITY has given DESIGN/BUILD FIRM a written acceptance of such conditions. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which DESIGN/BUILD FIRM might have under Applicable Laws.

27.03 Should DESIGN/BUILD FIRM fail or refuse to remove or correct any defective work performed for the Project, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of this Agreement within a reasonable time, indicated in writing, CITY shall have the authority to cause the unacceptable or defective work to be removed or corrected, or make such repairs as may be necessary, to be made at DESIGN/BUILD FIRM'S expense. Any expense incurred by CITY in making these removals, corrections or repairs, which DESIGN/BUILD FIRM has failed or refused to make shall be paid for out of any monies due or which may become due to DESIGN/BUILD FIRM, or may be charged against the bond (or other guaranty if applicable). Continued failure or refusal on the part of DESIGN/BUILD FIRM to make any or all necessary repairs promptly, fully, and in acceptable manner shall be sufficient cause for CITY to declare this Agreement terminated, in which case CITY, at its option, may purchase Materials, tools, and equipment, and employ labor, or may contract with any other individual, firm or corporation, or may proceed with its own forces, to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting DESIGN/BUILD FIRM, and the amount thereof deducted from any monies due, or which may become due, to DESIGN/BUILD FIRM, or shall be charged against the bond (or other guaranty). Any special work performed, as described herein, shall not relieve DESIGN/BUILD FIRM in any way from its responsibility for the work performed by it.

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

## ARTICLE 28 SUBCONTRACTS

28.01 DESIGN/BUILD FIRM shall, at such times as DESIGN/BUILD FIRM decides which Subcontractors will perform the various portions of the Work, promptly notify the Contract Administrator, in writing, of the names of Subcontractors for the Project, and identify the portion of the Work for the Project each will perform. DESIGN/BUILD FIRM shall have a continuing obligation to notify the Contract Administrator of any change in Subcontractors. Notification of the names of Subcontractors shall not relieve DESIGN/BUILD FIRM from the primary responsibility, without limitation, of full and complete satisfactory performance of all contractual obligations.

## ARTICLE 29 SEPARATE CONTRACTS

29.01 CITY reserves the right to let other contracts in connection with this Project, provided it does not interfere with DESIGN/BUILD FIRM'S Work or schedule. DESIGN/BUILD FIRM shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs subject to provision of acceptable insurance coverage, including DESIGN/BUILD FIRM as an additional insured. CITY will request that its separate contractors coordinate their activities with the Work of the DESIGN/BUILD FIRM.

29.02 If any part of DESIGN/BUILD FIRM'S Work depends for proper execution or results upon the work of any other contractor or the CITY, DESIGN/BUILD FIRM shall inspect and promptly report to the Contract Administrator any defects in such work that render it unsuitable for such proper execution and results. DESIGN/BUILD FIRM'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of DESIGN/BUILD FIRM'S Work, except as to defects which may develop in other contractor's work after the execution of DESIGN/BUILD FIRM'S Work. However, DESIGN/BUILD FIRM shall not be responsible or liable to CITY for any work performed by any other separate contractor not under the auspices or control of DESIGN/BUILD FIRM.

29.03 To insure the proper execution of its subsequent Work, DESIGN/BUILD FIRM shall inspect the work already in place and shall at once report to the Contract Administrator any discrepancy between the executed work and the requirements of the Contract Documents.

## ARTICLE 30 CITY'S OPTION FOR USE OF COMPLETED PORTIONS

30.01 In the event of Substantial Completion of a portion of the Project, **which determination and option shall be solely and exclusively within the CITY's authority and discretion whether to allow and accept Substantial Completion of a portion or portions of the Project (versus requiring Substantial Completion of the entire Project at one time)**, CITY shall have the right to take possession of, for maintenance and/or for use, of any such completed or partially completed portion(s) of the Project. However, prior to any possession, a punch list will be issued for the area to be occupied. Such possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such possession or use delays the Project, DESIGN/BUILD FIRM may be entitled to a reasonable extension of time as determined by Contract Administrator.

30.02 In the event CITY takes possession, the following shall occur:

30.02.01 CITY shall give notice to DESIGN/BUILD FIRM at least thirty (30) calendar days in advance on intent to occupy a designated area.

30.02.02 DESIGN/BUILD FIRM shall bring the designated area to point of Substantial Completion. When DESIGN/BUILD FIRM considers that the designated area of the Project is substantially complete, DESIGN/BUILD FIRM shall so notify the Contract Administrator, in writing, and shall prepare for submission to the Contract Administrator a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete work on the designated area in accordance with the Contract Documents. The Contract Administrator shall conduct an inspection to determine that the designated portion of the Project is substantially complete. The Contract Administrator will then instruct DESIGN/BUILD FIRM to deliver to CITY a Certificate of Occupancy (CO) pertinent to the designated portion, which CO shall be issued by the appropriate authority having jurisdiction over the Project. The Contract Administrator and DESIGN/BUILD FIRM shall agree on the time within which DESIGN/BUILD FIRM shall complete the items listed.

30.02.03 Upon issuance and acceptance of Certificate of Substantial Completion, CITY will assume full responsibility for maintenance, utilities, subsequent damages of CITY and public, adjustment of insurance coverages and start of warranty for occupied area. DESIGN/BUILD FIRM shall remain responsible for all items listed to be completed or corrected as submitted to Contract Administrator as required in Substantial Completion process.

30.02.04 If CITY finds it necessary to occupy or use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CITY and DESIGN/BUILD FIRM and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of DESIGN/BUILD FIRM and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

### **ARTICLE 31 CONSTRUCTION AREA**

31.01 DESIGN/BUILD FIRM shall use areas approved by the Contract Administrator for deliveries and personnel. Contract limits of construction area are indicated on the concept drawings as issued by the Contract Administrator. Equipment, materials, and personnel shall be in conformance with this Contract.

31.02 To provide for maximum safety and security, DESIGN/BUILD FIRM shall erect and maintain all necessary barricades, and any other temporary walls and structures as required, and boarding or fencing to protect life and property during the period of construction.

### **ARTICLE 32 LANDS FOR WORK**

32.01 CITY shall provide, as indicated in the Contract Documents, the lands upon which the Project is to be performed, rights-of-way and easements for access thereto and such other lands as are designated for the use of DESIGN/BUILD FIRM. No claim for damages or other claim other than for an extension of time shall be made or asserted against CITY by reason of

any delay arising as a result of any failure of CITY to provide such lands on the date needed by DESIGN/BUILD FIRM. The provisions of Article 40 shall apply herein.

### **ARTICLE 33 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS**

33.01 DESIGN/BUILD FIRM shall conform to all Applicable Laws with regard to labor employed, hours of work, and DESIGN/BUILD FIRM'S general operations. DESIGN/BUILD FIRM shall also conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on streets, highways, sidewalks, or other public right of ways without the written consent of the proper authorities.

### **ARTICLE 34 DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES**

34.01 Existing utilities have been shown in the Contract Documents insofar as information is reasonably available; however, it will be DESIGN/BUILD FIRM'S sole responsibility to verify such information and to preserve all existing utilities, whether shown in the Contract Documents or not. If utility conflicts are encountered by DESIGN/BUILD FIRM during construction, DESIGN/BUILD FIRM shall re-design its proposed improvements, at its sole cost, to avoid utility conflicts, and/or provide sufficient notice to the owners of the utilities, and it shall be the sole responsibility of the DESIGN/BUILD FIRM to resolve any conflicts and make all necessary adjustments, at no additional cost to the CITY.

34.02 DESIGN/BUILD FIRM shall exercise care and take all precautions during excavation and construction operations to prevent damage to any existing facilities, equipment, or utilities. Any damage caused by DESIGN/BUILD FIRM shall be reported immediately to the Contract Administrator, and such work shall be repaired and/or replaced by DESIGN/BUILD FIRM in a manner approved by CITY. All costs to repair and/or replace any damage to existing facilities, equipment, or utilities shall be the sole responsibility of DESIGN/BUILD FIRM, and such repair or replacement shall be performed expeditiously without cost to CITY.

34.03 DESIGN/BUILD FIRM shall provide that type of required protection for finished Work at all times and protect adjacent Work during cleaning operations, and make good any damage resulting from neglect of this precaution.

34.04 Protection of Work shall include protecting of Work that is factory finished, during transportation, storage, during and after installation. Where applicable, and as required, DESIGN/BUILD FIRM shall close off spaces of areas where certain Work has been completed to protect it from any damages caused by others during their operations.

34.05 DESIGN/BUILD FIRM shall store Materials, and shall be responsible for and shall maintain partly or wholly finished Work during the continuance of the Contract and until the final acceptance of the Project. If any materials or part of the work should be lost, damaged, or destroyed by any cause or means whatsoever, the DESIGN/BUILD FIRM shall satisfactorily repair and replace the same at DESIGN/BUILD FIRM'S own cost. The DESIGN/BUILD FIRM shall maintain suitable and sufficient guards, if necessary, and barriers, and at night, suitable and sufficient lighting for the prevention of accidents.

34.06 To all applicable sections where preparatory work is part of Work thereon, DESIGN/BUILD FIRM shall carefully examine surfaces over which finished work is to be installed, laid or applied, before commencing with the work. DESIGN/BUILD FIRM shall not

proceed with said work until defective surfaces on which work is to be applied are corrected to the satisfaction of the Contract Administrator. Commencement of work shall be considered acceptance of surfaces and conditions.

34.07 It will be the DESIGN/BUILD FIRM'S responsibility to preserve all existing utilities within the Project limits or as otherwise affected by DESIGN/BUILD FIRM. If utility conflicts are encountered by the DESIGN/BUILD FIRM during construction, it is anticipated that DESIGN/BUILD FIRM shall re-design its proposed improvements, at its sole cost, so as to avoid utility conflicts, and/or provide sufficient notice to their owners and compensate owners of the utilities from its funds so that they may make the necessary adjustments. Damage to any utilities, which in the sole reasonable opinion of the CITY is caused by negligence on the part of the DESIGN/BUILD FIRM, shall be repaired at the DESIGN/BUILD FIRM'S expense.

### **ARTICLE 35 CONTINUING THE WORK**

35.01 DESIGN/BUILD FIRM shall carry on the Project and adhere to the CPM Project Schedule during all disputes or disagreements with CITY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. No work shall be delayed or postponed pending resolution of any disputes or disagreements. The provisions of this Article shall be subject to all other applicable provisions of this Agreement.

### **ARTICLE 36 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS**

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

36.02 The Contract Administrator shall have the right to approve and issue to DESIGN/BUILD FIRM supplemental instructions setting forth the written orders, instructions, or interpretations concerning the Contract Documents or performance therein, provided they make no major changes in Contract execution and involve no change in the Contract Price or the Contract Time.

### **ARTICLE 37 CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS**

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

37.02 Changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

37.03 The actual cost of the Payment and Performance Bond as a result of accepted changes in the Work shall be added to or deducted from the cost of the changes in the Work.

#### 37.04 Notification of Change of Contract Time or Contract Price

37.04.01 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by DESIGN/BUILD FIRM to the Contract Administrator within five (5) calendar days of the commencement of the event giving rise to the claim (which may include an occurrence or omission that DESIGN/BUILD FIRM contends delays the Work, or receipt of an order, instruction, Contract Administrator's supplemental information, or other directive changing the Work, or any other occurrence that DESIGN/BUILD FIRM contends causes a change in Contract Time or Contract Price) and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered, unless Contract Administrator and DESIGN/BUILD FIRM allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by DESIGN/BUILD FIRM's written statement that the adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by Project Manager and Contract Administrator in accordance with Article 11 hereof, if Project Manager, Contract Administrator and DESIGN/BUILD FIRM cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID UNLESS IT IS SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

37.04.02 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault, negligence, or act or omission of DESIGN/BUILD FIRM if a claim is made therefore as required by the Contract. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God, or acts of terrorism.

37.04.03 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to this Article 37. These time extensions are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent DESIGN/BUILD FIRM from productively performing controlling items of work; identified on the accepted schedule or updates resulting in: (1) DESIGN/BUILD FIRM being unable to work at least fifty percent (50%) of the normal work day on controlling items of work identified on the accepted CPM Project Schedule or updates due to adverse weather conditions; or (2) DESIGN/BUILD FIRM must make major repairs to the Work damaged by weather, provided the damage was not attributable to a failure or neglect by DESIGN/BUILD FIRM, and provided that DESIGN/BUILD FIRM was unable to work at least fifty percent (50%) of the normal work day on controlling items of work identified on the accepted CPM Project Schedule or approved updates. No time extension will be allowed for weekend rains unless the DESIGN/BUILD FIRM has been working weekends on a regular basis on exterior Work.

37.04.04 The DESIGN/BUILD FIRM agrees and acknowledges that no ground for an extension to the Contract Time or Contract Price shall arise as a result of any

reasonably foreseeable condition at the Project site, or as a result of anything contained in the Contract Documents.

### 37.05 Change Orders

37.05.01 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved and issued by CITY to the extent permitted under this Agreement.

37.05.02 The Project Manager, as authorized by the Contract Administrator, may initiate a Change Order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the DESIGN/BUILD FIRM shall review the Change Order Request with the Project Manager and Contract Administrator prior to furnishing to the Project Manager a statement setting forth in detail, with a suitable detailed breakdown in Construction Specifications Institute (CSI) format, including a breakdown of labor and materials, the DESIGN/BUILD FIRM's estimate of the changes in the cost of the Work and changes to any other Contract Price elements attributable to the changes set forth in such Change Order Request, and proposed adjustments, if any, to the Contract Time resulting from such Change Order Request. If the Contract Administrator accepts such DESIGN/BUILD FIRM's estimate, a Change Order shall be processed by the CITY and delivered to the DESIGN/BUILD FIRM for execution. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the cost of the Work, DESIGN/BUILD FIRM's, Guaranteed Maximum Price, or the Contract Time, subject to performance thereof and payment therefore pursuant to the terms of this Contract and such Change Order. Changes in Contract Time will only be considered by the CITY when Contractor provides sufficient documentation delineating the daily impact to controlling items (Critical Path) identified in the original approved CPM Project Schedule.

37.05.03 The DESIGN/BUILD FIRM's fee on such changes shall be a percentage of the net change to the cost of the Work resulting from the Change Order, not to exceed ten percent (10%).

Subcontractor's percentage markup on Change Orders for overhead and profit shall be reasonable, but in no event shall the aggregate of the Subcontractor's overhead and profit markups exceed seven and a half percent (7.5%) of the Subcontractor's cost of the Work. In the event Subcontractor is affiliated with the Contractor by common ownership or management, or is effectively controlled by the Contractor, no fee will be allowed on the Subcontractor's costs. In the event there is more than one level of Subcontractor, such as second and third tier Subcontractors, the sum of all of the Subcontractors' percentage markups for overhead and profit shall not, in the aggregate, exceed ten percent (10%) of the cost of the Work. Subcontractor's cost of the Work shall be determined in accordance with Article 12, hereof.

37.05.04 Contractor shall not start work on any alteration requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the CITY unless there is an immediate need to perform the

work to maintain the CPM Project Schedule. If there were such a need, the Contract Administrator will issue direction to perform the work on the basis of a preliminary estimate provided by the Contractor and approved by the Project Manager. Upon receipt of a Change Order Contractor shall promptly proceed with the work set forth within the document.

37.05.05 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Project Manager and Contract Administrator as set forth in Article 11, hereof. During the pendency of the dispute, and upon receipt of a Change Order, DESIGN/BUILD FIRM shall promptly proceed with the change in the Work involved and advise the Project Manager and Contract Administrator in writing within five (5) calendar days of DESIGN/BUILD FIRM's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

37.05.06 Upon approval of any Contract change increasing the Contract Price, DESIGN/BUILD FIRM shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total Contract Price as increased.

37.05.07 Change Orders may be issued unilaterally by CITY.

37.05.08 The DESIGN/BUILD FIRM hereby waives any claim not made with a timely request for a Change Order.

**37.05.09 Notwithstanding anything in this Article 37, or in any other term or condition of this Agreement, DESIGN/BUILD FIRM acknowledges and agrees that after the Guaranteed Maximum Price has been established, no Change Order shall be approved in the case where the DESIGN/BUILD FIRM encounters a DCP discrepancy and has failed to foresee and/or coordinate any conditions in the Work, including conflicts between the Contract Documents, Plans and Specifications, and the existing Project site conditions, utilities, and unforeseen underground conditions, which will cause an increase to the Contract Price or the Contract Time.**

37.05.10 No change in the Guaranteed Maximum Price shall be allowed for delays caused by labor disputes and strikes specific to the Project, or for other delay caused by the DESIGN/BUILD FIRM or its Subcontractors or suppliers of any tier.

37.05.11 The DESIGN/BUILD FIRM waives all claims for additional time or additional compensation for Work performed without a written Change Order, unless as stated in Subsection 37.05.04.

37.05.12 The DESIGN/BUILD FIRM agrees that, regardless of the pendency of any claim for additional compensation or time, the DESIGN/BUILD FIRM shall continue to execute all Work. The DESIGN/BUILD FIRM shall take all reasonable measures to minimize the effect of the pendency of a claim.

37.05.13 Should a material discrepancy be found between the DCP and the Contract Documents, and provided only that said discrepancy results from the regulatory review of an agency that has regulatory authority over the permitting process, the CITY shall issue a Change Order to the DESIGN/BUILD FIRM.

37.05.14 DESIGN/BUILD FIRM shall not include or request payment on any Change Orders that have not been formally and fully approved and executed by the appropriate parties.

#### **ARTICLE 38 DIFFERING SITE CONDITIONS**

38.01 No equitable adjustment to the Contract shall be allowed for DESIGN/BUILD FIRM and no change to Contract Price or Contract Time, in the event that during the course of the Work DESIGN/BUILD FIRM encounters an existing condition that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents.

#### **ARTICLE 39 (This Article left intentionally blank)**

#### **ARTICLE 40 NO DAMAGES FOR DELAY**

40.01 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DESIGN/BUILD FIRM shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, DESIGN/BUILD FIRM hindrances or delays are not due solely to fraud, bad faith or active interference on the part of CITY or its agents. Unless the delay is due solely to fraud, bad faith, or active interference by the City, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars (\$10.00) of DESIGN/BUILD FIRM'S fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

#### **ARTICLE 41 SUBSTANTIAL COMPLETION**

41.01 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY (in the event CITY chooses to accept same pursuant to the sole authority and discretion afforded to it under Article 30 hereof), is substantially complete, DESIGN/BUILD FIRM shall so notify the Contract Administrator and Project Manager, in writing, and shall prepare for submission to the Contract Administrator and Project Manager a thorough

list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Contract Administrator, Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to determine that the Project (or designated portion thereof) is substantially complete. The Contract Administrator will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Contract Administrator a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). After review of the certificate by the Contract Administrator, CITY shall either accept or reject the certificate. Acceptance of Substantial Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Contract Administrator along with the request for Substantial Completion shall commence on the date of Substantial Completion of the Project (or for that portion of the Project). The Certificate of Substantial Completion shall be submitted to CITY through the Contract Administrator and DESIGN/BUILD FIRM for their written acceptance of the responsibilities assigned to them in such Certificate.

#### **ARTICLE 42 SHOP DRAWINGS AND SCHEDULE OF VALUES**

42.01 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

42.02 DESIGN/BUILD FIRM shall submit to the Contract Administrator, within thirty (30) calendar days following the application for a building permit, a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the Contract Administrator, which approval shall be in writing, shall in no way relieve DESIGN/BUILD FIRM from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

42.03 After the approval of the list of items required in Subsection 42.02, DESIGN/BUILD FIRM shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

42.04 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM'S approval thereon.

42.05 If the Shop Drawings show or indicate departures from the Contract requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Contract Administrator shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.

42.06 No work called for by Shop Drawings shall be done until the said Drawings have been furnished to and accepted, in writing, by the Contract Administrator. Contract Administrator shall respond to Shop Drawings pre-approved by Consultant with objections or acceptance within ten (10) business days of receipt. Acceptance is for design intent only and shall not relieve DESIGN/BUILD FIRM and Consultant from responsibility for fit, form, function, quantity or for errors or omissions of any sort on the Shop Drawings.

42.07 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM'S responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Contract Administrator, along with DESIGN/BUILD FIRM'S comments as to compliance, noncompliance, or features requiring special attention.

42.08 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.

42.09 DESIGN/BUILD FIRM shall submit to Contract Administrator eight (8) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.

42.10 Contract Administrator's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the Materials or Work required by the Contract and not indicated on the Drawings.

42.11 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with the Contract Administrator's acceptance, at the Project site at all times.

42.12 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Contract Administrator as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Contract Administrator a separate Schedule of Values for demolition, abatement, and site work thirty (30) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8-1/2" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor, Contract designation, and date of submission. The schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item. Each item shall include the proportion of DESIGN/BUILD FIRM'S overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

42.12.01 The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and

42.12.02 The total installed value.

## **ARTICLE 43 FIELD ENGINEERING**

43.01 The DESIGN/BUILD FIRM shall provide and pay for field engineering services required for the Project. This work shall include the following elements:

43.01.01 Survey work required in execution of the Project.

43.01.02 Civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the DESIGN/BUILD FIRM'S construction methods.

43.02 The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project.

43.03 The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction.

43.03.01 No changes or relocations will be made without prior written notice to the Contract Administrator.

43.03.02 A written report shall be made to the Contract Administrator when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

43.03.03 The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

43.03.04 Replacements shall be established based upon original survey control.

## **ARTICLE 44 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS**

44.01 The entire responsibility for establishing and maintaining a line and grade in the field lies with DESIGN/BUILD FIRM. DESIGN/BUILD FIRM shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipe lines, conduits, structures, underground utility access portals, handholes, fittings, etc. encountered or installed during construction. DESIGN/BUILD FIRM shall deliver these records in good order to the Contract Administrator as the work is completed. These records shall serve as a basis for "as-built" drawings. The cost of all such field layout and recording work is included in the Contract Price.

44.02 DESIGN/BUILD FIRM shall maintain in a safe place at the site, one (1) record copy of the Plans and Specifications, addenda, written amendments, Change Orders and written interpretations and clarifications, in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.

44.03 At the completion of the Project, the DESIGN/BUILD FIRM shall turn over to the CITY a set of reproducible drawings (Mylars) and a complete set of all drawings in the latest version of AutoCAD on Compact Disk, not compressed, which accurately reflect the "as-built" conditions of the new facilities. All changes made to the Construction Documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted on Mylar at least monthly to the Contract Administrator. These "as-built" drawings on Mylar and the latest version of the AutoCAD format media must be delivered and found to be acceptable prior to final payments.

#### **ARTICLE 45 SAFETY AND PROTECTION**

45.01 DESIGN/BUILD FIRM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. DESIGN/BUILD FIRM shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

45.01.01 All employees on the Project and other persons who may be affected thereby;

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

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

45.02 DESIGN/BUILD FIRM shall comply with all Applicable Laws, for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. DESIGN/BUILD FIRM shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 45.01.02 and 45.01.03 above, caused directly or indirectly, in whole or in part, by DESIGN/BUILD FIRM, any Subcontractor or Consultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by DESIGN/BUILD FIRM; however, DESIGN/BUILD FIRM shall not be liable for injury or damage caused by the gross negligence or willful misconduct of the CITY, its employees, consultants or its separate contractors. DESIGN/BUILD FIRM'S duties and responsibilities for the safety and protection of the Project shall continue until such time as all the Project is completed and the Contract Administrator has issued a notice to DESIGN/BUILD FIRM that the Project is acceptable except, as otherwise provided in Article 30.

45.03 DESIGN/BUILD FIRM shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be DESIGN/BUILD FIRM'S Project Representative unless otherwise designated in writing by DESIGN/BUILD FIRM to CITY.

#### **ARTICLE 46 (This Article left intentionally blank)**

#### **ARTICLE 47 ( This Article left intentionally blank)**

**ARTICLE 48 CLEANING UP AND REMOVAL OF EQUIPMENT**

48.01 DESIGN/BUILD FIRM shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by DESIGN/BUILD FIRM'S operations. At the completion of the Project, DESIGN/BUILD FIRM shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If DESIGN/BUILD FIRM fails to clean up at the completion of the Project, CITY may do so, and the cost thereof shall be charged to DESIGN/BUILD FIRM.

48.02 CITY'S Right to Clean-Up: If a dispute arises between DESIGN/BUILD FIRM and separate contractors as to responsibility for cleaning up, CITY may clean up and charge the cost thereof to the contractors responsible therefore, as the Contract Administrator shall determine to be just. This provision is solely for cleaning.

48.03 Removal of Equipment: In case of termination of this Agreement before completion for any cause whatever, DESIGN/BUILD FIRM, if notified to do so by CITY, shall promptly remove any part or all of DESIGN/BUILD FIRM'S equipment and supplies from the property of CITY, failing which CITY shall have the right to remove such equipment and supplies at the expense of DESIGN/BUILD FIRM.

**ARTICLE 49 (This Article left intentionally blank)**

**ARTICLE 50 BONDS AND INSURANCE**

DESIGN/BUILD FIRM shall furnish, or cause to be furnished, on or before fifteen (15) days after execution of this Agreement, the following:

50.01 Performance Bond and Payment Bond (Surety):

50.01.01 A performance bond and payment bond of the form and containing all the provisions attached hereto and made a part hereof. Payment and Performance bonds may be in the form of dual obligee bonds from the Contractor in the amount of the contract between the DESIGN/BUILD FIRM and the Contractor, naming the CITY and DESIGN/BUILD FIRM as dual obligees. DESIGN/BUILD FIRM shall provide payment and performance bonds in the remaining amount of the Contract Price naming the CITY as the obligee on those bonds.

50.01.02 The Bonds shall be in the amount of one hundred percent (100%) of the Contract amount guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or Subcontractors employed pursuant to this Project. Such Bonds shall be with a surety company which is qualified pursuant to Section 50.03.

50.01.03 Such Bonds shall continue in effect for one year after completion and acceptance of the Project with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that DESIGN/BUILD FIRM will, upon notification by CITY, correct any defective or faulty work or materials which appear within one year after completion and acceptance of the Project.

-OR-

50.02 Performance and Payment Guaranty:

50.02.01 In lieu of a performance bond and payment bond, DESIGN/BUILD FIRM may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashiers check or irrevocable letter of credit. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by CITY for one year after completion and acceptance of the Project.

50.03 Qualifications of Surety:

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

50.03.02 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

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

50.03.02.02 The surety company shall have at least the following minimum ratings in the latest revision of Best's Insurance Report:

<b>Amount of Bond</b>	<b>Ratings</b>	<b>Category</b>
500,001 to 1,020,000	B+	Class I
1,020,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10, 000, 000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

50.04 INDEMNIFICATION OF CITY

50.04.01 In consideration of twenty-five dollars (\$25.00), separately acknowledged by DESIGN/BUILD FIRM, and other valuable consideration, DESIGN/BUILD FIRM shall indemnify and save harmless CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons

during or on account of any construction activities of DESIGN/BUILD FIRM its Consultant, Contractor, or any Subcontractors, Subconsultants, agents, servants, or employees connected with the Project; or by or in consequence of any negligence of DESIGN/BUILD FIRM, its Consultant, Contractor, or any Subcontractors, Subconsultants, agents, servants, or employees (excluding gross negligence or willful misconduct of CITY), in connection with the construction activities of the DESIGN/BUILD FIRM its Consultant, Contractor or any Subcontractors, Subconsultants, agents, servants, or employees connected with the Project; or by use of any improper materials; or by or on account of any act, error or omission of DESIGN/BUILD FIRM its Consultant, Contractor, or any Subcontractor, Subconsultants, agents, servants or employees, except to the extent caused by CITY. DESIGN/BUILD FIRM agrees to indemnify and save harmless CITY against any claims or liability arising from or based upon the violation of any federal, state, CITY or city laws, bylaws, ordinances or regulations by DESIGN/BUILD FIRM, its Consultant, Contractor, Subcontractors, Subconsultants, agents, servants or employees (excluding gross negligence or willful misconduct of CITY). DESIGN/BUILD FIRM further agrees to indemnify and save harmless CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation. This consideration is separate and distinct from any other consideration received by DESIGN/BUILD FIRM.

50.04.02 DESIGN/BUILD FIRM further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees, from and against any claim, demand or cause of action of whatever kind or nature arising out of any negligent conduct or misconduct of DESIGN/BUILD FIRM not included in Section 50.04.01 above and for which CITY, its Consultant, Contractor, Subcontractors, Subconsultants, agents, servants or employees, are alleged to be liable.

50.04.03 The indemnification provided above shall obligate DESIGN/BUILD FIRM to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY which may result from the operations and activities under this Agreement whether the construction operations be performed by DESIGN/BUILD FIRM, its Consultant, Contractor, Subcontractors, its Subconsultants, or by anyone directly or indirectly employed by any of the above.

50.04.04 The execution of this Agreement by DESIGN/BUILD FIRM shall obligate DESIGN/BUILD FIRM to comply with the foregoing indemnification provision. The obligations under this Section 50.04 shall survive termination and/or other expiration of this Agreement.

50.05 **INSURANCE:** The contractor shall furnish to Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. **Worker's Compensation Insurance** for all employees of the vendor as required by Florida Statute 440.
- B. **Commercial General Liability** on a comprehensive basis, including Contractual Liability, Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- C. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. **Professional (Design Errors & Omissions) Liability Insurance** in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability. The policy must be endorsed to provide coverage for up to three (3) years after project completion. The policy is to be on a primary basis if other professional liability is carried.
- E. **Installation Floater Insurance** including coverage for material & equipment to be installed during the course of this project. City of Miami Beach shall be included as a Named Insured on this policy, as its insurable interest may appear. This policy shall remain in force until acceptance of the project by the City.

All deductibles for insurance required in this Agreement are the responsibility of the Contractor.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:  
CITY OF MIAMI BEACH**

**1700 CONVENTION CENTER DRIVE, 3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

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

**ARTICLE 51 MISCELLANEOUS**

51.01 ROYALTIES AND PATENTS: All fees, royalties, and claims for any invention, or pretended invention, or patent of any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this Project or appurtenances, are hereby included in the prices stipulated in this Agreement for said Project.

51.02 DATUM: All elevations are to refer to the North American Vertical Datum of 1988 (NAVD).

51.03 RIGHTS OF VARIOUS INTERESTS: Whenever work being done by CITY'S forces or by other contractors is contiguous to work covered by this Agreement, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

51.04 ASSIGNMENT: This Agreement shall not be assigned or subcontracted a whole without the written consent of the City, nor shall DESIGN/BUILD FIRM assign any monies due or to become due to it hereunder, without the prior written consent of the City.

51.05 NO INTEREST: Any monies not paid by CITY when claimed to be due to DESIGN/BUILD FIRM under this Agreement shall not be subject to interest. However, the provisions of CITY'S prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

51.06 OWNERSHIP OF DOCUMENTS: Drawing, specifications, design, models, photographs, computer AutoCAD disks, reports, surveys, and other data provided in connection with this Agreement and for which CITY has rendered payment, are and shall become and remain the property of CITY whether the Project for which they are made is executed or not. If this Agreement is terminated for any reason prior to completion of the Work, CITY may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project, provided that CITY has paid for same; and provided further that if such termination occurs prior to completion of documents and/or through no fault of DESIGN/BUILD FIRM; DESIGN/BUILD FIRM shall have no liability for such use; and provided further that any reuse without the written verification or adaptation of DESIGN/BUILD FIRM for the specific purpose intended will be without liability or legal exposure to DESIGN/BUILD FIRM. At the completion of the Project, as part of the Project closeout, copies of all drawings on AutoCAD disks shall be transmitted from DESIGN/BUILD FIRM to the Contract Administrator within seven (7) calendar days of termination of this Agreement in addition to the record drawing. The provisions of this clause shall survive termination or expiration of this Agreement and shall thereafter remain in full force and effect. Any compensation due to DESIGN/BUILD FIRM shall be withheld until all documents are received as provided herein. Notwithstanding the foregoing, the CITY retains ownership of any and all documents provided to the DESIGN/BUILD FIRM and has full use thereof without any further payment.

## 51.07 RECORDS

DESIGN/BUILD FIRM shall keep such records and accounts and require its Contractor, Consultant, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of the Project pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

## 51.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles I and 11 of the (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

DESIGN/BUILD FIRM'S decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DESIGN/BUILD FIRM shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

DESIGN/BUILD FIRM shall not engage in or commit any discriminatory practice in violation of the CITY'S Human Rights Ordinance, as same may be amended from time to time, in performing the Scope of Services or any part of the Scope of Services of this Agreement.

51.09 NO CONTINGENT FEE: DESIGN/BUILD FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for

DESIGN/BUILD FIRM to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN/BUILD FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

51.10 ALL PRIOR AGREEMENTS SUPERSEDED: AMENDMENTS: The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

51.11 NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

City of Miami Beach  
Capital Improvement Projects Office  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
c/o CIP Director

WITH COPY TO:

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
c/o City Manager

and

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

FOR DESIGN/BUILD FIRM:

**51.12 TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature of this Agreement by DESIGN/BUILD FIRM shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following completion and acceptance of the Project.

**51.13 INTERPRETATION:** The parties hereto acknowledge and agree that the language used in this Agreement expresses their mutual intent, and no rule of strict construction shall apply to either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to the particular sentence, paragraph or section where they appear, unless the context requires otherwise. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections and subparagraphs of such Section or Article, unless the reference is expressly made to a particular subsection or subparagraph of such Section or Article.

**51.14 RECYCLED CONTENT:** In support of the Florida Waste Management Law, DESIGN/BUILD FIRM is encouraged to supply any information available regarding recycled material content in the products provided. CITY is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. CITY also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

**51.15 PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor supplier, Subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the CITY purchase and may result in debarment.

**51.16 APPLICABLE LAW AND VENUE:** This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall be in Miami-Dade County, Florida. BY ENTERING INTO THIS CONTRACT, DESIGN/BUILD FIRM AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT.

DESIGN/BUILD FIRM SHALL SPECIFICALLY BIND ITS PROJECT TEAM MEMBERS AND ANY AND ALL SUBCONTRACTORS TO THE PROVISIONS OF THE CONTRACT.

51.17 PUBLIC INFORMATION: This DESIGN/BUILD FIRM shall employ or subcontract a professional Public Information Officer, approved by the Contract Administrator, to coordinate the public information component of the Work. The Public Information Officer shall be responsible for writing public involvement plans for the Project; identifying potential impacts to the public as a result of Contract Documents; preparing and disseminating collateral materials to the public; developing strategic alliances and partnerships with the community; preparing and presenting project information for meetings; coordinating resolution of issues; maintaining a database of stakeholders; preparing information for CITY website updates; performing media responses in writing, as needed; coordinating formal and informal public meetings; and executing other duties relevant to the position, as deemed necessary by the Contract Administrator. At a minimum, the DESIGN/BUILD FIRM'S public relations, community involvement and customer service work, as it relates to the Project, shall include, at no additional cost to the CITY, the following:

1. Developing a Public Involvement Plan;
2. Developing Project-related informational material;
3. Communicating Project information and addressing concerns;
4. Preparing related media communications and informational materials;
5. Coordinating emergency communications;
6. Developing presentations and talking points;
7. Planning, organizing and attending special events and meetings ;
8. Preparing audio/video presentations;
9. Writing newsletters and feature stories; and
10. Translating collateral material developed.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF MIAMI BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

DESIGN/BUILD FIRM MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

[If incorporated sign below]

DESIGN/BUILD FIRM/  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Secretary)

By:

\_\_\_\_\_  
(President)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

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

CITY REQUIRES FIVE (5) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

00708. FORM CERTIFICATE OF INSURANCE

A certificate of insurance form will be attached here.

00710. FORM OF PERFORMANCE BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

FORM OF PERFORMANCE BOND (Continued)

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name and Title)

IN THE PRESENCE OF:

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

INSURANCE COMPANY:

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City/State/Zip Code)

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

00720. FORM OF PAYMENT BOND

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Print Name and Title)

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

IN THE PRESENCE OF:

INSURANCE COMPANY:

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

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

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

00721. CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that \_\_\_\_\_, who signed the Bond(s) on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Secretary (on behalf of) (SEAL)  
  
\_\_\_\_\_  
Corporation

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE    )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of Contractor named therein in favor of City.

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Bonded by \_\_\_\_\_

00735. PERFORMANCE AND PAYMENT GUARANTY FORM  
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue \_\_\_\_\_

Issuing Bank's No. \_\_\_\_\_

Beneficiary:

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

Applicant:

Amount: \_\_\_\_\_  
in United States Funds

Expiry:  
(Date)

Bid/Contract Number \_\_\_\_\_

We hereby authorize you to draw on \_\_\_\_\_  
(Bank, Issuer name)

at \_\_\_\_\_ by order  
(branch address)

of and for the account of \_\_\_\_\_  
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of \_\_\_\_\_ available by your  
drafts at sight, accompanied by:

1. A signed statement from the City Manager or his authorized designee, that the drawing is due to default in performance of certain obligations on the part \_\_\_\_\_ (contractor, applicant, customer) agreed upon by and between the City of Miami Beach, Florida and \_\_\_\_\_ (contractor), pursuant to the \_\_\_\_\_ (applicant, customer) Bid/Contract No. \_\_\_\_\_ for \_\_\_\_\_ (name of project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than \_\_\_\_\_  
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. \_\_\_\_\_  
(Number), of \_\_\_\_\_ (Bank name) dated \_\_\_\_\_.

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of Miami Beach with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the City that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the \_\_\_\_\_.  
(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

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

00900. SUPPLEMENTARY SPECIFICATIONS

(Not Applicable)

00920. ADDITIONAL ARTICLES:

[ ] 1. Prevailing Wage Rate Ordinance [N/A]

This Project is not federally funded. City of Miami Beach Ordinance No, 94-2960 provides that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The provisions of this Ordinance shall not apply to the following projects:

- a. water, except water treatment facilities and lift stations;
- b. sewer, except sewage treatment facilities and lift stations;
- c. storm drainage;
- d. road construction, except bridges or structures requiring pilings; and
- e. beautification projects, which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.

[\*NOTE: INSERT IF APPLICABLE]

[ ] 2. Federal Grant Projects: [N/A]

- 2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through \_\_\_\_\_, federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.
- 2.2. Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.00922.





00925. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:  
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor :

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by City is the date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by City. A Certificate of Occupancy must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

---

A list of items to be completed or corrected, prepared by Consultant and approved by City, is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract

Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ DATE \_\_\_\_\_

In accordance with Section 2.2 of the Contract, Contractor will complete or correct the work on the list of items attached hereto within \_\_\_\_\_ from the above Date of Substantial Completion.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ DATE \_\_\_\_\_

City, through the Contract Administrator, accepts the Work or portion thereof designated by City as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

City of Miami Beach, Florida \_\_\_\_\_  
By Contract Administrator Date \_\_\_\_\_

The responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

00926. FINAL CERTIFICATE OF PAYMENT:

PROJECT:  
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

\_\_\_\_\_  
Consultant BY \_\_\_\_\_ DATE \_\_\_\_\_

City, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at \_\_\_\_\_  
\_\_\_\_\_  
(date) (time)

City of Miami Beach, Florida \_\_\_\_\_  
By Contract Administrator Date \_\_\_\_\_

00930. FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. \_\_\_\_\_

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from City of Miami Beach, Florida, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases City from all liens and claims whatsoever arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to City.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged. [If incorporated sign below.]

Contractor

ATTEST:

\_\_\_\_\_  
(Secretary)

(Corporate Seal)

incorporated sign below.]

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [If not

Contractor

WITNESSES:

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

By: \_\_\_\_\_  
(Name of Firm)  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

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

01000. ADDENDA AND MODIFICATIONS:

All addenda and other modifications made prior to the time and date of proposal submission deadline shall be issued as separate documents identified as Addendums to the Contract Documents.

02000. TECHNICAL SPECIFICATIONS:

The DCP for this project shall be available in digital format on CDs. Please call Theo Carrasco at 305.673.7000 ext. 6230, or e-mail [theocarrasco@miamibeachfl.gov](mailto:theocarrasco@miamibeachfl.gov) to secure a CD. **The cost for these CDs is \$20.** One may purchase a CD through the Finance Cashier located on the 1<sup>st</sup> Floor in City Hall. Please make reference of the RFP number (RFP 305-2013TC) and project name (Design/Build Services for the Right-of-Way Infrastructure Improvement Program Neighborhood No. 8 – Lower North Bay Road) to the Finance Cashier. CDs are available in the Procurement Office located on the 3rd Floor in City Hall with presentation of receipt from the Finance Cashier.

04000. ACKNOWLEDGEMENT OF ADDENDA

**REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

Directions: Complete Part I or Part II, whichever applies.

---

**Part I:** Listed below are the dates of issue for each Addendum received in connection with this Proposal:

Addendum No. 1, Dated \_\_\_\_\_

Addendum No. 2, Dated \_\_\_\_\_

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Addendum No. 5, Dated \_\_\_\_\_

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**Part II:** \_\_\_\_\_ No addendum was received in connection with this Proposal.

---

Verified with Procurement staff

---

Name of Staff Date

---

Proposers- Name Date

---

Signature

05000. CUSTOMER REFERENCE LISTING

General Contractor (and/or Sub-Contractors) shall furnish the names, addresses, telephone, fax numbers and e-mail addresses of a minimum of 8 references of a minimum of four (4) separate completed projects.

- 1)            Company Name \_\_\_\_\_  
                  Address                    \_\_\_\_\_  
                  Contact Person/**Contract Amount** \_\_\_\_\_  
                  Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
                  E-mail: \_\_\_\_\_
  
- 2)            Company Name \_\_\_\_\_  
                  Address                    \_\_\_\_\_  
                  Contact Person/**Contract Amount** \_\_\_\_\_  
                  Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
                  E-mail: \_\_\_\_\_
  
- 3)            Company Name \_\_\_\_\_  
                  Address                    \_\_\_\_\_  
                  Contact Person/**Contract Amount** \_\_\_\_\_  
                  Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
                  E-mail: \_\_\_\_\_
  
- 4)            Company Name \_\_\_\_\_  
                  Address                    \_\_\_\_\_  
                  Contact Person/**Contract Amount** \_\_\_\_\_  
                  Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
                  E-mail: \_\_\_\_\_

5) Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person/**Contract Amount** \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

6) Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person/**Contract Amount** \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

7) Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person/**Contract Amount** \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8) Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person/**Contract Amount** \_\_\_\_\_  
Telephone : \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

06000. SUB-CONTRACTOR LISTING INFORMATION

**REQUEST FOR PROPOSALS (RFP) No. 305-2013TC  
 DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT  
 PROGRAM NO. 8B – LOWER NORTH BAY ROAD**

**SUB-CONTRACTORS PROVIDING SERVICES TO THIS PROJECT**

<u>Name of Subcontractor (Telephone and fax no.)</u>	<u>Work to be completed</u>	<u>% of Work to be performed</u>
Name: _____ Tel: _____ Fax: _____		

(Attach additional forms if necessary)

**REVISED**

**Condensed Title:**

**REQUEST APPROVAL TO RENEW, IN SOME CASES RETROACTIVELY, CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS.**

**Key Intended Outcome Supported:**

Strengthen Internal Controls

**Supporting Data (Surveys, Environmental Scan, etc.):**

**Item Summary/Recommendation:**

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at competitive prices. In the past, the contract management process, often including contract renewals, has been delegated to the using departments. As is the case with other business processes, the contract renewal process has been evaluated to assure sound business practices are being adhered to when considering contract renewals. The Administration has determined that contract renewals shall be managed by the Procurement Office, in consultation with the user department, who shall make a recommendation to the City Manager on any contract considered to be in the best interest of the City to be renewed.

Accordingly, the purpose of this item is to request authority to renew, in some cases retroactively, certain contracts for routine operational requirements as noted in the attachment. The justification for renewing is included adjacent to the contract information.

**RECOMMENDATION**

The Administration recommends that the Mayor and City Commission approve the extension of contracts for routine operational requirements, awarded through competitive solicitations, with the following vendors as applicable: ASE Telecom, IBM, A & B Bulk Mailers, Pride Enterprises, Arrowmail Presort Company, Enterprise Leasing Company, Enterprise Electrical Contracting, Control Communications, Paper Solution (d/b/a Park Tek Solution), Print Media, Sunset Sod, Safe Air Corporation, Horizon Investigations, Superior Landscaping & Lawn Service, SFM Services, Everglades Environmental Care, Country Bills, Elan Lawn Landscaping, ValleyCrest Landscape Maintenance, Lukes Sawgrass Landscape, and Southern Landscaping Enterprises; further authorizing the City Manager to consider and approve any subsequent renewal periods for which the referenced contractors may be eligible as deemed to be in the best interest of the City, contingent upon approved budgeted funds being available.

**Advisory Board Recommendation:**

**Financial Information:**

Source of Funds:		Amount	Account
<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> <b>OBPI</b>	1	See below.	See below.
	2		
	3		
	<b>Total</b>		

**Financial Impact Summary:** Various budget codes are contained in the referenced contract expenditures. All expenditures are contingent upon approved budgeted funds being available.

**City Clerk's Office Legislative Tracking:**

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD	KGB	JLM

REVISED



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,  
www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Jimmy L. Morales City Manager

DATE: July 17, 2013

SUBJECT: **REQUEST APPROVAL TO RENEW, IN SOME CASES RETROACTIVELY,  
CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS.**

### ADMINISTRATION RECOMMENDATION

Approve the recommendation.

### BACKGROUND

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at competitive prices. In the past, the contract management process, often including contract renewals, has been delegated to the using departments. As is the case with other business processes, the contract renewal process has been evaluated to assure sound business practices are being adhered to when considering contract renewals. As a result of that business process review, the Administration has implemented a process by which contract renewals adhere to the following requirements:

1. **Centralized Contract Administration.** Contract renewals shall be managed by the Procurement Office, in consultation with the user department, who shall make a recommendation to the City Manager on any contract considered to be in the best interest of the City to be renewed. The goal of the centralized contract administration will be to assure that a best interest analysis, as required herein, is completed prior to contract renewal considerations, and that certain other contract requirements, including risk management and bond requirements, are adhered to.
2. **Contract Analysis.** Prior to recommending contract renewal, an analysis shall be completed that shall include, at a minimum, validity of contract pricing given market conditions and other cost considerations factors, contractor performance evaluations, risk management considerations and the benefits of renewing a contract rather than re-competing, as applicable. In order to estimate possible price escalations that may be experienced by the City since the time of contract award, the City uses the pricing data from the Bureau of Labor Statistics, known as the Consumers' Price Index for Urban Consumers (CPI-U). Where available, the CPI-U for the South Florida region is utilized.

3. **Renewal Limitations.** Contract renewals establish a new contract period and do not alter other terms and conditions of the contract or the scope of the procurement, except as authorized within the solicitation or the resulting contract. Any changes to the scope of the original contract, except as authorized within the solicitation or the resulting contract, shall require a new procurement.

The purpose of this item is to request authority to renew, in some cases retroactively, the contracts listed herein. The justification for renewing is including adjacent to the contract information. The process utilized to consider the foregoing recommendations complies with the requirements noticed above.

Contract Number: ITB-48-08/09	Renewal Period: 11/24/2012 through 11/23/2014
Title: Purchase and Installation of Telephone, Coax, Data, and Fiber Optic Communications Cable and Accessories.	
Contractor: ASE Telecom	
Brief Scope: The contract allows for the supply and installation of telephone, coax, data, and fiber optic communications cable and accessories at various City of Miami Beach facilities, on an as needed basis, to maintain the City's telecommunications infrastructure.	
Best Interest Justification: The vendor has received satisfactory performance evaluations by the user department, Information Technology (IT) Department. Additionally, pricing was established through a competitive process, and, although the CPI-U has increased approximately 6.13% during the contract term, the City will continue to benefit from contract pricing established prior to the CPI-U increase. The IT Department has recommended extension of the contract term.	

Contract Number: RFP-26-04/05	Renewal Period: 4/19/2012 through 4/18/2014
Title: For The Design, Deployment, And Management Of A Citywide Wireless Network (Wi-Fi)	
Contractor: IBM	
Brief Scope: The contract supports the Citywide wireless broadband network and mobile broadband connectivity. In addition, the contract allows for free public access at hot zones located throughout the island for its residents and visitors.	
Best Interest Justification: The vendor has received satisfactory performance evaluations by the user department, Information Technology (IT) Department. According to the IT Department, the contractor has outstanding contractual obligations from which the City will benefit by exercising the renewal options available. The IT Department has recommended extension of the contract term.	

Contract Number: ITB-09-10/11	Renewal Period: 9/30/2012 through 9/30/2014
Title: <b>Bulk Mailing Services</b>	
Contractor: <b>A &amp; B Bulk Mailers; Pride Enterprises; Arrowmail Presort Company</b>	
Brief Scope: The contract allows for bulk mailing services on an as needed basis for the distribution of City approved materials, such as the MB Magazine and other publications.	
Best Interest Justification: The City's Office of Communications recommends the renewal of the bulk mailing services contract utilized for the distribution of MB Magazine and other publications' large scale mailing projects. The City's key intended outcome of enhancing communications, which includes MB and other efforts, continues to result in improvements. The percentage of residents and businesses that feel they receive the right amount of information increased from 79% to 87% and 66% to 88% respectively since FY2008/09.  The vendor has received satisfactory performance evaluations by the the Office of Communications. Pricing was established through a competitive process and remains as awarded, although the CPI-U has increased slightly during the contract term. Following the approval of the final renewal option, a competitive solicitation will be released for future service requirements.	

Contract Number: ITB-51-08/09	Renewal Period: 2/9/2012 through 2/9/2014.
Title: <b>Vehicle Rental/Lease Service for the City of Miami Beach</b>	
Contractor: <b>Enterprise Leasing Company</b>	
Brief Scope: The contract provides the City with the option to rent vehicles on a monthly basis, on an as-needed basis.	
Best Interest Justification: The Police Department has reported satisfactory performance evaluations for this vendor. Additionally, this contract was established in February 2010 through a competitive process. Since that time, the CPI-U has increased approximately 6%. Based on satisfactory performance and competitive pricing, it is recommended that, in the best interest of the City, this contract be renewed.	

Contract Number: ITB-29-09/10	Renewal Period: 6/24/2012 through 6/23/2014
Title: <b>Parking Lots Utility Maintenance</b>	
Contractor: <b>Enterprise Electrical Contracting</b>	
Brief Scope: The contract provides for the maintenance of parking lot lights at the various City-owned surface parking lots, approximately 589 light fixtures. It includes maintenance and replacement of head fixtures, bulbs, photo cells, wires, and fuses. The work includes bi-weekly night inspections.	
Best Interest Justification: The City's Parking Department funds the maintenance of all City owned parking lot light fixtures. The Public Works Operations-Street Lighting Division administers the Parking Lots Utility Maintenance contract with Enterprise Electrical Contracting. In order to maintain consistency in	

the replacement and maintenance of approximately 589 light fixtures, the user department recommends the approval to exercise the renewal option through June 24, 2014. Despite increases to the CPI-U for these services since contract commencement, pricing remains as originally awarded.

Contract Number: ITB-52-09/10	Renewal Period: 2/16/2013 through 2/16/2014
Title: Purchase And Installation Of Fire Station Alerting Systems	
Contractor: Control Communications	
Brief Scope: The contract was awarded for the purchase, installation and maintenance of alerting systems for the City's four (4) fire stations and one (1) dispatch system at the Police Department. The alerting system is the system that notifies the Fire Department units of a call for service that is being dispatched from the Public Safety Communications Unit (PSCU). It consists of alerting tones, bells, strobe lights and loud speakers throughout the four fire stations and the Fire Shop that activate when a call for service is dispatched.	
Best Interest Justification: The City's Fire Rescue Department is satisfied with the contractor's services related to the ongoing maintenance of the installed alerting system. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 3.75% since contract inception. Based on the aforementioned and the contractor's good standing with the City, the Fire Rescue Department recommends, in the City's best interest, to approve the renewal term of the contract through February 16, 2014.	

Contract Number: ITB-27-09/10	Renewal Period: 6/24/2013 through 6/23/2014
Title: Multi-Space Pay Station Receipt	
Contractors: Paper Solution, Inc. (d/b/a Park Tek Solution) Print Media	
Brief Scope: The contract provides for the supply and delivery of multi-space parking pay station receipt paper, on an as needed basis, required by the Parking Department to service the City's pay-to-park systems.	
Best Interest Justification: The City's Parking Department is satisfied with the contractor's services, and has further stated that the use of any new product would have to be tested for a period of time to confirm that it can be used at the multi-space meters. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 5.34% since contract inception. Based on the aforementioned the Parking Department recommends the renewal of the contract through June 23, 2014.	

Contract Number: ITB-46-08/09	Renewal Period: 1/6/2013 through 1/5/2014
Title: <b>Purchase, Delivery and Installation of Sod</b>	
Contractor: <b>Sunset Sod</b>	
Brief Scope: The contract provides for the purchase, delivery and installation of sod as required by the City of Miami Beach Parks and Recreation Department on an as needed basis for use City-wide.	
Best Interest Justification: The Parks and Recreation Department is satisfied with the contractor's services related to the ongoing maintenance of the installed alerting system. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 5.96% since contract inception. Based on the aforementioned the Parks and Recreation Department recommends the renewal of the contract for one (1) year through January 5, 2014.	

Contract Number: ITB-01-10/11	Renewal Period: 1/27/2013 through 1/26/2014
Title: <b>Installation of Vehicle Exhaust Removal Systems</b>	
Contractor: <b>Safe Air Corporation</b>	
Brief Scope: The contract provides for the purchase, installation and maintenance of vehicle exhaust removal systems within the City's Fire Department facilities.	
Best Interest Justification: Safe Air Corporation has installed the vehicle exhaust removal systems at the City's fire stations and, according to contract requirements, continues to maintain these systems. The City's Fire Rescue Department is satisfied with the contractor's services. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 4.26% since contract inception. Based on the aforementioned and the contractor's good standing with the City, the Fire Department recommends, in the City's best interest, to approve the renewal term of the contract.	

Contract Number: RFP-16-10/11	Renewal Period: 8/26/2012 through 8/25/2014
Title: <b>Investigation Services</b>	
Contractor: <b>Horizon Investigations</b>	
Brief Scope: Risk Management (Human Resources) utilizes investigative and adjusting services for selected tort liability claims and workers' compensation claims.	
Best Interest Justification: Risk Management (Human Resources) has indicated satisfactory performance by the contract vendor. Additionally, CPI-U has increased 1.35% since contract inception in August 2011. Based on the aforementioned the Risk Management Division recommends renewal of this contract through August 25, 2014.	

Contract Number: ITB-34-08/09	Title: To Provide Grounds Maintenance Service For The City Of Miami Beach Causeways, Islands And Other Locations	Contractor: Superior Landscaping & Lawn Service Inc.; SFM Services, Inc.; Everglades Environmental Care, Inc. Country Bills; and Elan Lawn Landscaping, Inc.
Contract Number: ITB-35-09/10	Title: Landscape Maintenance Services For Beachwalk, Boardwalk, Street Ends And Spoils Areas Citywide	Contractor: Superior Landscape & Lawn Service, Inc; ValleyCrest Landscape Maintenance, Inc. and Lukes-Sawgrass Landscape
Contract Number: ITB-19-08/09	Title: Grounds Maintenance Services For South Pointe Park	Contractor: Superior Landscaping & Lawn Service, Inc.
Contract Number: ITB-57-08/09	Title: Grounds Maintenance Services For Parking Lots Citywide	Contractor: SFM Services, Inc.
Contract Number: ITB-20-09/10	Title: Grounds Maintenance Services For North Shore/Washington Avenue Areas	Contractor: Superior Landscaping & Lawn Services, Inc.; Southern Landscaping Enterprises, Inc.; SFM; Everglades Environmental
Brief Scope: Citywide grounds maintenance service.		
Best Interest Justification: The Administration is anticipating the issuance of a Citywide solicitation in September 2013, to include all grounds maintenance sites. In order to continue service until such time as a replacement contract is awarded by the City Commission, it is recommended that these contracts be renewed on a month-to-month basis.		

**CONCLUSION**

The Administration recommends that the Mayor and City Commission approve the extension of contracts for routine operational requirements, awarded through competitive solicitations, with the following vendors as applicable: ASE Telecom, IBM, A & B Bulk Mailers, Pride Enterprises, Arrowmail Presort Company, Enterprise Leasing Company, Enterprise Electrical Contracting, Control Communications, Paper Solution (d/b/a Park Tek Solution), Print Media, Sunset Sod, Safe Air Corporation, Horizon Investigations, Superior Landscaping & Lawn Service, SFM Services, Everglades Environmental Care, Country Bills, Elan Lawn Landscaping, ValleyCrest Landscape Maintenance, LukesSawgrass Landscape, and Southern Landscaping Enterprises; further authorizing the City Manager to consider and approve any subsequent renewal periods for which the referenced contractors may be eligible as deemed to be in the best interest of the City, contingent upon approved budgeted funds being available.

JLM / KGB / AD

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**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Accepting the Recommendation of the City Manager Pertaining to the Ranking of Firms, Pursuant to Request for Qualifications (RFQ) No. 251-2013TC, for Design/Build Services for Neighborhood No. 13: Palm and Hibiscus Islands Right-of-Way Infrastructure Improvement Project; and Further Authorizing the Mayor and City Clerk to Execute an Agreement for Pre-Construction Services upon Completion of Successful Negotiations.

**Key Intended Outcome Supported:**

Ensure well-maintained facilities and ensure quality and timely delivery of capital projects

**Supporting Data (Surveys, Environmental Scan, etc.):** The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as "excellent" or "good."

**Issue:**

Shall the City Commission approve the resolution?

**Item Summary/Recommendation:**

The Design/Build Firm (DBF) will be responsible for the design, construction, and construction management associated with the work related to earthwork, pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements, storm drainage infrastructure installation, roadway lighting and streetscape/planting improvements. A Design Criteria Package (DCP) has been prepared including conceptual specifications and plans for the civil, electrical, and landscaping disciplines.

Request for Qualifications (RFQ) No. 251-2013TC was issued on June 10, 2013, with an opening date of July 11, 2013. The pre-proposal conference was held on June 21, 2013. During the pre-proposal conference, prospective bidders were instructed on the procurement process and the information their respective proposals should contain.

The Public Group and Bidnet issued bid notices to 88 and 391 prospective bidders respectively of which 28 and 22 accessed the advertised solicitation respectively. In addition, 158 vendors were notified via email, which resulted in the receipt of five (5) proposals. Through the Procurement Division's review of each proposal for responsiveness, Central Florida Equipment Rentals, Inc. was deemed nonresponsive for failing to provide proof of pre-qualified certification by Miami-Dade County for Category 3.09 – Highway Systems – Signing, Pavement Marking, and Channelization – a mandatory requirement of the RFQ.

On July 9, 2013, the City Manager via Letter to Commission (LTC) No. 238-2013, appointed an Evaluation Committee, which convened on July 15, 2013, to review and discuss the responsive proposals. Upon completion of the interviews of the responsive proposers, the Committee discussed each prospective proposer's qualifications, experience, and competence to score and rank the firms prior to forwarding a recommendation to the City Manager.

**RECOMMENDATION**

After considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFQ process. As a result, the City Manager recommends that the Mayor and City Commission adopt a resolution to authorizing the Administration to enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida, a Miami Beach-based vendor; and further authorizing the Mayor and City Clerk to Execute an agreement for pre-construction services upon completion of successful negotiations.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account
1	N/A	
<b>Total</b>		

**Financial Impact Summary:** N/A

**City Clerk's Office Legislative Tracking:**

David Martinez, ext. 6972

**Sign-Offs:**

<b>Department Director</b> DM AD 	<b>Assistant City Manager</b> MT  KGB 	<b>City Manager</b> JLM 
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# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 17, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 251-2013TC, FOR DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 13: PALM AND HIBISCUS ISLANDS RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROJECT; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PRE-CONSTRUCTION SERVICES UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

### ADMINISTRATION RECOMMENDATION

Adopt the resolution.

### KEY INTENDED OUTCOME SUPPORTED

Ensure well-designed quality capital projects

### ANALYSIS

The Palm and Hibiscus Islands are located in Biscayne Bay immediately north of MacArthur Causeway approximately midway between Miami Beach and the mainland. The islands are accessed by a bridge across Fountain Street, which intersects MacArthur Causeway at a signalized intersection.

Areas to be affected by the proposed improvements include, but are not limited to, the following:

- Hibiscus Island: North Hibiscus Drive, South Hibiscus Drive, West Palm Midway, East Palm Midway, East 1st Court, East 2nd Court, East 3rd Court, East 4th Court, West 1st Court, West 2nd Court, West 3rd Court, West 4th Court
- Palm Island: Fountain Street, Palm Avenue, North Coconut Lane and South Coconut Lane.

Areas not included in the proposed improvements include the intersection at MacArthur Causeway and Fountain Street. The bridges connecting Hibiscus and Palm Islands and Palm Island and MacArthur Causeway are also excluded.

The Design/Build Firm (DBF) will be responsible for the design, construction, and construction management associated with the work related to earthwork, pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements, storm drainage

infrastructure installation, roadway lighting and streetscape/planting improvements. A Design Criteria Package (DCP) has been prepared including conceptual specifications and plans for the civil, electrical, and landscaping disciplines.

The proposed improvements to be performed for this project are based upon the Basis of Design Report (BODR) for Neighborhood No. 13 – Palm and Hibiscus Islands, prepared by EDAW, Inc. and developed with input from the residents through public workshops and City staff, and ultimately approved by the City of Miami Beach City Commission. The proposed improvements include, but are not limited to, the following:

- Utility undergrounding on Hibiscus Island
  - Installation of conduits and infrastructure for the relocation of overhead wiring for Florida Power and Light (FPL) into underground conduits;
  - Installation of conduits and infrastructure for the relocation of overhead wiring for AT&T into underground conduits;
  - Installation of conduits and infrastructure for the relocation of overhead wiring for Atlantic Broad Band (ABB) into underground conduits;
  - Provision of new service points at all residential properties.
- Streetscape improvements
  - Roadway pavement reconstruction;
  - Valley gutter and curb and gutter;
  - Landscaping within the right-of-way;
  - Removal of encroachments;
  - Addition of traffic calming elements;
  - Installation of new street lighting.
- Stormwater improvements
  - Design and installation of new collection system of drainage piping, inlets and manholes throughout the two islands;
  - Design and installation of a pumped pressurized drainage well;
  - Design and installation of the replacement of outfalls to Biscayne Bay.
- Water system improvements
  - Design and installation new 8-inch DIP water main distribution system;
  - Installation and reconnection of all existing water services.

The proposed improvements listed above represent a summary of the current design approach as shown on the conceptual plans and specifications. However, the DBF shall be responsible for satisfying the City's design criteria and verify compliance with the requirements set forth in the DCP.

#### **RFQ PROCESS**

Request for Qualifications (RFQ) No. 251-2013TC was issued on June 10, 2013, with an opening date of July 11, 2013. The pre-proposal conference was held on June 21, 2013. During the pre-proposal conference, prospective bidders were instructed on the procurement process and the information their respective proposals should contain.

The Public Group and Bidnet issued bid notices to 88 and 391 prospective bidders respectively of which 28 and 22 accessed the advertised solicitation respectively. In addition, 158 vendors were notified via email, which resulted in the receipt of the following five (5) proposals:

- Central Florida Equipment Rentals, Inc.
- Lanzo Construction Co. Florida
- Man Con, Inc.
- Ric-Man Construction, Inc.
- Ric-Man International, Inc.

Through the Procurement Division's review of each proposal for responsiveness, Central Florida Equipment Rentals, Inc. was deemed nonresponsive for failing to provide proof of pre-qualified certification by Miami-Dade County for Category 3.09 – Highway Systems – Signing, Pavement Marking, and Channelization – a mandatory requirement of the RFQ.

On July 9, 2013, the City Manager via Letter to Commission (LTC) No. 238-2013, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Edward Baldie, Capital Projects Coordinator, CIP Office
- Ian Kaplan, Resident and Palm & Hibiscus Island Neighborhood Association Member
- Stacy Kilroy, Resident and Capital Improvements Projects Oversight Committee Member
- Adam Mopsick, Resident and Palm & Hibiscus Island Neighborhood Association Member (alternate)
- Matilde Reyes, Senior Capital Projects Coordinator, CIP Office
- Richard Saltrick, City Engineer, Public Works Department

On July 15, 2013, the Committee convened to review and discuss the responsive proposals and nominated Matilde Reyes as Committee Chair. The Committee evaluated each proposal based on the following criteria noted in the RFP:

- **15 Points** - Qualifications of Contractor and Key Personnel
- **15 Points** - Qualifications of Design Engineer/Key Personnel
- **15 Points** - Understanding of the Project
- **15 Points** - Project Approach
- **10 Points** - Past Work Performance Evaluation Surveys
- **10 Points** - Prior Work History as a Team
- **10 Points** - Risk Assessment Plan
- **10 Points** - Project Schedule

**Additional points, over the aforementioned potential points were to be allocated, if applicable, and in accordance to the following ordinances:**

- **Local Preference** – The Procurement personnel assigns an additional five (5) points to proposers, which are Miami Beach-based vendors, as defined in the City's Local Preference Ordinance. Lanzo Construction Co. Florida was eligible for local preference.
- **Veteran Preference** – The Procurement personnel assigns an additional five (5) points to proposers, which are small businesses owned and controlled by a veteran(s) or is service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance. No proposers qualified for veteran preference.

Upon completion of the interviews, the Committee discussed each prospective proposer's qualifications, experience, and competence to score and rank the firms as provided below. The Committee recommended that the Administration enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Ric-Man Construction, Inc.; and should the Administration not be able to negotiate an agreement with the second-ranked firm, authorizing the Administration to negotiate an agreement with the third-ranked firm, Ric-Man International, Inc.

RFQ 251-2013TC Evaluation Committee Scoring (and Ranking)						
	Baldie	Kaplan	Kilroy	Mopsick	Reyes	Total
Lanzo Construction Co. Florida*	96 (1)	97 (1)	96 (1)	93 (1)	70 (3)	452 (7)
Ric-Man Construction, Inc.	91 (2)	92 (2)	94 (2)	86 (3)	85 (2)	448 (11)
Ric-Man International, Inc.	86 (3)	91 (3)	87 (3)	88 (2)	93 (1)	445 (12)
Man Con, Inc.	81 (4)	83 (4)	80 (4)	85 (4)	67 (4)	396 (20)

\* Miami Beach-based vendor

**PROPOSAL TEAM PROFILE**

Founded in 1967, Lanzo Construction Co. Florida Foundation Co. has been providing general construction services to South Florida since 1980. Lanzo has extensive experience in stormwater drainage, underground utility, and roadway construction serving Miami-Dade, Broward, and Monroe Counties, along with several local municipalities. Notable projects include:

- Broward County North County Neighborhood Improvement Project Broadview Estates Bid Package 2 - \$9,909,466
- Broward County North County Neighborhood Improvement Project Bid Package 10 - \$10,558,209
- City of Miami Beach ITB 18-09/10 – Central Bayshore Package A/Lake Pancoast Package C - \$14,490,740
- F376 City of Marathon Service Area 5 Vacuum Sewage Collection System and Stormwater Collection System - \$20,625,568

Aside from Lanzo, the following firms are also included as part of the project team:

- Atlantic Coast Well Drilling
- Basulto & Associates, Inc.
- Craig A. Smith & Associates
- Nutting Engineers of Florida
- Savino Miller Design Studio
- SRS Engineering, Inc.
- SWC
- Vibration Energy Services
- Wade Trim

**CITY MANAGER'S DUE DILIGENCE**

After considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFQ process. As a result, the City Manager recommends that the Mayor and City Commission adopt a resolution to authorizing the Administration to enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida, a Miami Beach-based vendor.

**CONCLUSION**

The Administration recommends that the Mayor and City Commission adopt a resolution accepting the recommendation of the City Manager pursuant to Request for Qualifications (RFQ) No. 251-2013TC, for Design/Build Services for Neighborhood No. 13: Palm and Hibiscus Islands Right-of-Way Infrastructure Improvement Project, authorizing the Administration to enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida; and further authorizing the Mayor and City Clerk to Execute an agreement for pre-construction services upon completion of successful negotiations.

JLM/MT/KGB/DM/AD

T:\AGENDA\2013\July 17\Procurement\RFQ 251-2013TC - Palm and Hibiscus Design Build - MEMO.docx

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 251-2013TC, FOR DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 13: PALM & HIBISCUS ISLANDS RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROJECT; AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM, LANZO CONSTRUCTION CO. FLORIDA, A MIAMI BEACH-BASED VENDOR; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PRE-CONSTRUCTION SERVICES UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

**WHEREAS**, on October 24, 2012, the Mayor and City Commission approved the issuance of Request for Qualifications No. 251-2013TC, for Design/Build Services for Neighborhood No. 13: Palm & Hibiscus Islands Right-of-Way Infrastructure Improvement Project (the "RFQ"); and

**WHEREAS**, the RFQ was issued on June 10, 2013, with an opening date of July 11, 2013; and

**WHEREAS**, a pre-proposal conference was held to provide information to prospective proposers was held on June 21, 2013; and

**WHEREAS**, the Public Group and Bidnet issued bid notices to 88 and 391 prospective bidders respectively of which 28 and 22 accessed the advertised solicitation respectively; in addition, 158 vendors were notified via email, which resulted in the receipt of the following five (5) proposals: Central Florida Equipment Rentals, Inc., Lanzo Construction Co. Florida, Man Con, Inc., Ric-Man Construction, Inc., and Ric-Man International, Inc.; and

**WHEREAS**, through the Procurement Division's review of each proposal for responsiveness, Central Florida Equipment Rentals, Inc. was deemed nonresponsive for failing to provide proof of pre-qualified certification by Miami-Dade County for Category 3.09 – Highway Systems – Signing, Pavement Marking, and Channelization – a mandatory requirement of the RFQ; and

**WHEREAS**, on July 9, 2013, the City Manager via Letter to Commission (LTC) No. 238-2013, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Edward Baldie, Capital Projects Coordinator, CIP Office;
- Ian Kaplan, Resident and Palm & Hibiscus Island Neighborhood Association Member;
- Stacy Kilroy, Resident and Capital Improvements Projects Oversight Committee Member;
- Adam Mopsick, Resident and Palm & Hibiscus Island Neighborhood Association Member (alternate);
- Matilde Reyes, Senior Capital Projects Coordinator, CIP Office;
- Richard Saltrick, City Engineer, Public Works Department; and

**WHEREAS**, on July 15, 2013, the Committee convened to review and discuss the responsive proposals and interview each proposer, and upon completion of the interviews, the Committee discussed each prospective bidder's qualifications, experience, and competence to score and rank the firms; to which the Committee recommended that the Administration enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida; and should

the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Ric-Man Construction, Inc.; and should the Administration not be able to negotiate an agreement with the second-ranked firm, authorizing the Administration to negotiate an agreement with the third-ranked firm, Ric-Man International, Inc.; and

**WHEREAS**, after considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFQ process. As a result, the City Manager recommends that the Mayor and City Commission adopt a resolution to authorizing the Administration to enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida, a Miami Beach-based vendor.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request for Qualifications (RFQ) No. 251-2013TC, for Design/Build Services for Neighborhood No. 13: Palm & Hibiscus Islands Right-of-Way Infrastructure Improvement Project; and authorizing the Administration to enter into negotiations with the top-ranked firm, Lanzo Construction Co. Florida, a Miami Beach-based vendor; and further authorizing the Mayor and City Clerk to execute an agreement for pre-construction services upon completion of successful negotiations.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

*Paul Civit*  
\_\_\_\_\_  
for City Attorney *APB* Date 7/16/13

# Florida Department of Transportation

RICK SCOTT  
GOVERNOR

Surveying and Mapping Office  
605 Suwannee Street MS-5L  
Tallahassee, FL 32399-0450  
850.414.7962

ANATH PRESAUD  
SECRETARY

## Memorandum of Agreement

This **Memorandum of Agreement** is entered this 17<sup>th</sup> day of July, 2013, between the **State of Florida, Department of Transportation**, an agency of the **State of Florida**, hereinafter called the "Department", and the City of Miami beach, hereinafter called the "Agency".

The **Department** desires to establish a statewide Global Positioning System (GPS) Reference Station Network for purposes of collecting geodetic GPS data, and the Agency consents to allow the Department to locate a Reference Station on its property, and in consideration of the mutual covenants, promises, and representations herein set forth, agree as follows:

1. The **Agency** hereby gives permission to the **Department** and its representatives, agents, and contractors, to enter the **Agency's** premises at: 1200 Meridian Avenue Tennis Center Building, hereinafter called the **Project Site**, to construct, maintain, and operate the GPS Reference Station Building, hereinafter called the **Project**, further described in **Exhibit A**, attached and incorporated by reference herein.

2. The **Department** shall be responsible for all costs for the construction, installation, maintenance, and operation of the **Project** described in **Exhibit A**. The **Agency** shall be held harmless and exempt of said responsibilities and, to the extent permitted by law, any damage to the equipment shown in **Exhibit A**.

3. Each party shall designate a representative to administer this **Agreement**, to receive or respond to notices or correspondences in relation to the **Project** at the **Project Site**. All notices or demands which may be given, made, or sent to the following representatives will be deemed to have been fully given, made, or sent when in writing and delivered to the other party by US Mail, facsimile transmission, courier service, or personal delivery:

**To the Department:** Florida Department of Transportation Surveying and Mapping Office

**Address:** 605 Suwannee Street MS-5L, Tallahassee, FL 32399-0450 - Attention: John Krause

**To the Agency:** City of Miami Beach

**Address:** 1700 Convention Center Dr., Miami Beach, FL 33139- Attention: Jimmy L. Morales

Any changes to the above representatives or address must be provided to the other party in writing.

4. The **Agency** shall provide written approval of the **Project** location on the **Project Site**. Party representatives will determine the location for the permanent antenna mount and equipment installation.

5. The **Agency** will assess no cost to the **Department** for the use of its premises for the **Project**.

6. The **Agency** will provide electrical service to the **Project** at no cost to the **Department**.

Agenda Item C75  
Date 7-17-13

7. Authorized **Department** representatives, or contractors accompanied by a **Department** representative will be allowed to access the **Project Site** at all times. In the event access is needed after regular business hours, the **Department** shall provide reasonable notice, except in an emergency, notice reasonable under the circumstances will be provided.

8. The **Department** agrees to comply with all federal, state, and local laws applicable to this **Project** and the **Agreement**.

9. Either party may terminate this **Agreement** after thirty (30) days advance written notice to the other party. At the end of the time noticed, the Department shall, at its own expense, remove all detachable equipment from the Project Site. All items installed by the Department and described in Exhibit A shall remain the sole property of the Department.

10. This **Agreement** embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this **Agreement** shall supersede all previous communications, representations, or agreements, wither verbal or written, between the parties hereto. The laws of the State of Florida shall govern this **Agreement**.

11. This **Agreement** shall remain in full force and effect until such times as the parties mutually agree in writing to its termination.

12. This **Agreement** shall be binding upon the successors, assigns, and legal representatives of the **Department** and the **Agency**.

13. This **Agreement** shall not be construed to afford any third party rights.

Therefore, the parties have duly executed this **Memorandum of Agreement** on the day first above written.

\_\_\_\_\_ City of Miami Beach \_\_\_\_\_  
Agency Name

State of Florida  
Department of Transportation

**By:**  
Authorized Signature

**By:**  
Authorized Signature

**Printed Name:** Jimmy L. Morales

**Printed Name:** John Krause

**Title:** City Manager

**Title:** State Surveyor

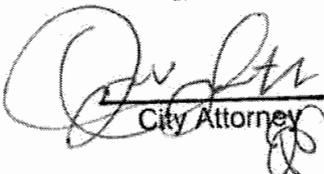
**Attest:**

**Attest:**

**Name/Title:**

**Name/Title:**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney Date 7/10/13

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN ASSIGNMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY AND CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (C3TS OR ASSIGNOR) FOR THE ESTABLISHMENT OF A PRE-APPROVED LIST OF PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) FIRMS TO PROVIDE VARIOUS CEI SERVICES ON AN "AS NEEDED" BASIS TO STANTEC CONSULTING SERVICES INC. (AS ASSIGNEE); WITH SUCH ASSIGNMENT TO BE RETROACTIVELY EFFECTIVE TO NOVEMBER 30, 2012.**

**WHEREAS,** on March 12, 2008, the Mayor and City Commission accepted the recommendation of the City Manager to authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Corzo Castella Carballo Thompson Salman, P.A. (C3TS), pursuant to Request for Qualifications No. 01-07/08, for Professional Construction Engineering and Inspection Services (CEI) Firms to Provide Various CEI Services on an "As Needed" Basis (the "Agreement"); and

**WHEREAS,** C3TS informed the City in writing on November 30, 2012, that Stantec Consulting Services, Inc. (Stantec) purchased the assets of C3TS, with the result that the ongoing business and affairs of C3TS are now wholly owned by Stantec; and

**WHEREAS,** pursuant to Section 3.6.2 of the Contract, assignment of the Contract requires the written consent of the City; and

**WHEREAS,** the Administration has exercised its due diligence on Stantec and recommends said assignment; and

**WHEREAS,** Stantec will be responsible for and maintain all required warranties and responsibilities, for previously completed projects by C3TS, as well as and any ongoing project with the City which existed prior to the effective date of the assignment;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** approving an assignment to the existing Agreement between the City and Corzo Castella Carballo Thompson Salman, P.A. (C3TS or Assignor) for the establishment of a pre-approved list of professional construction engineering and inspection (CEI) firms to provide various CEI services on an "as needed" basis to Stantec Consulting Services Inc. (as Assignee), with such assignment to be retroactively effective on November 30, 2012.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

**ATTEST:**

\_\_\_\_\_  
**Rafael Granado, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

Agenda Item C74  
Date 7-17-13

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN ASSIGNMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY AND CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (C3TS OR ASSIGNOR) FOR A DESIGN CRITERIA PROFESSIONAL TO PREPARE THE DESIGN CRITERIA PACKAGE FOR THE PALM AND HIBISCUS NEIGHBORHOOD RIGHT-OF-WAY IMPROVEMENT PROJECT TO STANTEC CONSULTING SERVICES INC. (AS ASSIGNEE); WITH SUCH ASSIGNMENT TO BE RETROACTIVELY EFFECTIVE TO NOVEMBER 30, 2012.**

**WHEREAS**, on September 14, 2011, the Mayor and City Commission accepted the recommendation of the City Manager to authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Corzo Castella Carballo Thompson Salman, P.A. (C3TS), pursuant to Request for Qualifications No. 35-10/11, for a Design Criteria Professional to Prepare a Design Criteria Package for the Palm and Hibiscus Neighborhood Right-of-Way Improvement Project (the "Agreement"); and

**WHEREAS**, C3TS informed the City in writing on November 30, 2012, that Stantec Consulting Services, Inc. (Stantec) purchased the assets of C3TS, with the result that the ongoing business and affairs of C3TS are now wholly owned by Stantec; and

**WHEREAS**, pursuant to Section 3.7.2 of the Contract, assignment of the Contract requires the written consent of the City; and

**WHEREAS**, the Administration has exercised its due diligence on Stantec and recommends said assignment; and

**WHEREAS**, Stantec will be responsible for and maintain all required warranties and responsibilities, for previously completed projects by C3TS, as well as and any ongoing project with the City which existed prior to the effective date of the assignment.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, approving an assignment to the existing Agreement between the City and Corzo Castella Carballo Thompson Salman, P.A. (C3TS OR ASSIGNOR) for a design criteria professional to prepare the design criteria package for the Palm and Hibiscus Neighborhood Right-of-Way Improvement Project to Stantec Consulting Services Inc. (As Assignee), with such assignment to be retroactively effective to November 30, 2012.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

**ATTEST:**

\_\_\_\_\_  
**Rafael Granado, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

7/16/13

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN ASSIGNMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY AND CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. (C3TS OR ASSIGNOR) FOR A DESIGN CRITERIA PROFESSIONAL TO PREPARE THE DESIGN CRITERIA PACKAGE FOR THE SUNSET ISLANDS 3 & 4 NEIGHBORHOOD RIGHT-OF-WAY IMPROVEMENT PROJECT TO STANTEC CONSULTING SERVICES INC. (AS ASSIGNEE); WITH SUCH ASSIGNMENT TO BE RETROACTIVELY EFFECTIVE TO NOVEMBER 30, 2012.**

**WHEREAS**, on March 12, 2008, the Mayor and City Commission accepted the recommendation of the City Manager to authorizing the Mayor and City Clerk to execute a Professional Services Contract with Corzo Castella Carballo Thompson Salman, P.A. (C3TS), pursuant to Request for Qualifications No. 04/11/12, for a Design Criteria Professional to Prepare the Design Criteria Package for the Sunset Islands 3 & 4 Neighborhood Right-Of-Way Improvement Project (the "Agreement"); and

**WHEREAS**, C3TS informed the City in writing on November 30, 2012, that Stantec Consulting Services, Inc. (Stantec) purchased the assets of C3TS, with the result that the ongoing business and affairs of C3TS are now wholly owned by Stantec; and

**WHEREAS**, pursuant to Section 3.7.2 of the Contract, assignment of the Contract requires the written consent of the City; and

**WHEREAS**, the Administration has exercised its due diligence on Stantec and recommends said assignment; and

**WHEREAS**, Stantec will be responsible for and maintain all required warranties and responsibilities, for previously completed projects by C3TS, as well as and any ongoing project with the City which existed prior to the effective date of the assignment;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, approving an assignment to the existing Agreement between the City and Corzo Castella Carballo Thompson Salman, P.A. (C3TS OR ASSIGNOR) for a design criteria professional to prepare the design criteria package for the Sunset Islands 3 & 4 Neighborhood Right-Of-Way Improvement Project to Stantec Consulting Services Inc. (As Assignee); with such assignment to be retroactively effective to November 30, 2012.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

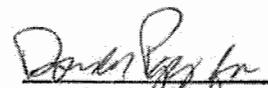
**ATTEST:**

\_\_\_\_\_  
**Rafael Granado, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

T:\AGENDA\2013\July 17\Procurement\Consent to Assignment C3TS to Stantec- RESO 3 of 4.doc

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE ASSIGNMENT OF THE CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) FIRMS TO PROVIDE VARIOUS CEI SERVICES ON AN "AS NEEDED" BASIS (NO. 52-11/12) BETWEEN THE CITY AND CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. ("C3TS") (AS ASSIGNOR), TO STANTEC CONSULTING SERVICES INC. (AS ASSIGNEE); UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

**WHEREAS**, on July 18, 2012, the Mayor and City Commission accepted the recommendation of the City Manager to authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Corzo Castella Carballo Thompson Salman, P.A. (C3TS), pursuant to Request for Qualifications (RFQ) No. 52-11/12, for Professional Construction Engineering and Inspection (CEI) Firms to Provide Various CEI Services on an "As Needed" Basis (the "Agreement"); and

**WHEREAS**, C3TS informed the City in writing on November 30, 2012, that Stantec Consulting Services, Inc. (Stantec) purchased the assets of C3TS, with the result that the ongoing business and affairs of C3TS are now wholly owned by Stantec; and

**WHEREAS**, pursuant to Section 3.7.2 of the Contract, assignment of the Contract requires the written consent of the City; and

**WHEREAS**, the Administration has exercised its due diligence on Stantec and recommends said assignment; and

**WHEREAS**, Stantec will be responsible for and assume all required warranties and responsibilities;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve the assignment of the Contract, pursuant to Request for Qualifications (RFQ) No. 52-11/12, for Professional Construction Engineering and Inspection (CEI) Firms to Provide Various CEI Services on an "As Needed" Basis, from Corzo Castella Carballo Thompson Salman, P.A. to Stantec Consulting Services, Inc., retroactively dated to November 30, 2012.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

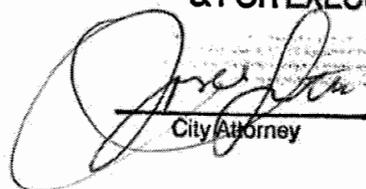
**ATTEST:**

\_\_\_\_\_  
**Rafael Granado, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

T:\AGENDA\2013\July 17\Procurement\Consent to Assignment C3TS to Stantec- RESO 4 of 4.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

7/16/13  
\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A CONTRACT AWARD, PURSUANT TO INVITATION TO BID NO. 173-2013TC, FOR THE RECONSTRUCTION OF SURFACE PARKING LOTS 12X AND 17X, IN THE AMOUNT OF \$573,000, PLUS A CONTINGENCY AMOUNT OF \$57,300; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF \$605,244 FROM 480 - PARKING OPERATIONS FUND; AND A CONTINGENCY AMOUNT OF \$25,056 FROM 480 - PARKING OPERATIONS FUND, SUBJECT TO APPROPRIATION THROUGH THE FISCAL YEAR 13/14 CAPITAL BUDGET PROCESS, FOR A TOTAL AMOUNT OF 630,300.

WHEREAS, Invitation to Bid No. 173-2013TC, for the Reconstruction of Surface Parking Lots 12X and 17X (the ITB) was issued on May 15, 2013, with an opening date of June 14, 2013; and

WHEREAS, a pre-proposal conference was held to provide information to prospective proposers was held on May 23, 2013; and

WHEREAS, the Public Group and Bidnet issued bid notices to 44 and 268 prospective bidders respectively of which 12 and 5 accessed the advertised solicitation respectively; in addition, 155 vendors were notified via email, which resulted in the receipt of the following four (4) proposals: Carivon Construction Company, Central Florida Equipment, Inc., Ric-Man International, Inc., Team Contracting, Inc.; and

WHEREAS, after the Administration's review of the bids received, Carivon Construction Company has been deemed the lowest responsive, responsible bidder; and

WHEREAS, after considering the review and recommendation of City staff, the City Manager exercised his due diligence and carefully considered the specifics of this ITB process and recommends to the Mayor and City Commission to award the construction contract to Carivon Construction Company as the lowest responsive, responsible bidder and authorize the Administration to engage in value engineering to further reduce the cost and time for completion of said project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby award a construction contract to Carivon Construction Company, the lowest responsive, responsible bidder pursuant to Invitation to Bid (ITB) 173-2013TC, for the Reconstruction of Surface Parking Lots 12X and 17X, in the amount of \$573,000; plus a project contingency in the amount of \$57,300 (10%) for a not-to-exceed grand total of \$630,300; with previously appropriated funding in the amount of \$605,244 from 480 - Parking Operations Fund; of which \$66,000, will be used to pay for landscaping and irrigation related components from the Parking Department operating budget; additional funding in the amount of \$25,056 from 480 - Parking Operations Fund, for contingency will be subject to appropriation through the fiscal year 13/14 Capital Budget Process; further authorizing the Administration to engage in value engineering to further reduce the cost and time for completion of said project.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

T:\AGENDA\2013\July 17\Procurement\ITB 173-2013TC - Surface Lots 12X and 17X - RESO.docx

*[Handwritten Signature]* 7-16-13  
\_\_\_\_\_  
City Attorney Date

Agenda Item C76-G  
Date 7-17-13

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## ESTIMATE

### Miami Beach General Municipal Election November 5, 2013 (Stand Alone)

Rafael E. Granado, City Clerk City of Miami Beach 1700 Convention Center Drive, #200 Miami Beach, FL 33139	Estimate N°: Estimate Date:	MB-SA-110513 April 16, 2013																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Registered Voters:</td> <td style="width: 15%; text-align: right;">49,926</td> <td style="width: 40%;">Early Voting Days:</td> <td style="width: 5%; text-align: right;">14</td> </tr> <tr> <td>Precincts:</td> <td style="text-align: right;">36</td> <td>Early Voting Sites:</td> <td style="text-align: right;">2</td> </tr> <tr> <td>Polling Places:</td> <td style="text-align: right;">23</td> <td></td> <td></td> </tr> <tr> <td>Permanent Absentee Ballots:</td> <td style="text-align: right;">5,602</td> <td></td> <td></td> </tr> </table>	Registered Voters:	49,926	Early Voting Days:	14	Precincts:	36	Early Voting Sites:	2	Polling Places:	23			Permanent Absentee Ballots:	5,602								
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"> <b>Personnel</b>  <i>Salaries &amp; Fringe Benefits, Overtime, Poll Workers</i> </td> <td style="width: 30%; text-align: right; vertical-align: bottom;">\$ 64,927.55</td> </tr> <tr> <td> <b>Polling Places</b>  <i>Security, Polling Place Rentals</i> </td> <td style="text-align: right; vertical-align: bottom;">9,900.00</td> </tr> <tr> <td> <b>Supplies and Services</b>  <i>Election Supplies, Communication Charges, Absentee Ballots Set Up</i> </td> <td style="text-align: right; vertical-align: bottom;">5,392.01</td> </tr> <tr> <td> <b>Trucks and Vehicles</b>  <i>Truck Rentals, GSA Vehicles</i> </td> <td style="text-align: right; vertical-align: bottom;">7,358.00</td> </tr> <tr> <td> <b>Printing and Advertising</b>  <i>Absentee, Early Voting &amp; Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads</i> </td> <td style="text-align: right; vertical-align: bottom;">26,460.78</td> </tr> <tr> <td> <b>Postage</b>  <i>Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters</i> </td> <td style="text-align: right; vertical-align: bottom;">13,738.99</td> </tr> <tr> <td> <b>Ballot Creation</b>  <i>In-House &amp; Outside Contractual Services, Translations - Based on one question</i> </td> <td style="text-align: right; vertical-align: bottom;">2,410.00</td> </tr> <tr> <td> <b>Administrative Overhead</b>  <i>Indirect Costs, Logic &amp; Accuracy, Post-Election Audits</i> </td> <td style="text-align: right; vertical-align: bottom;">13,018.73</td> </tr> <tr> <td> <b>Early Voting</b>  <i>Estimated at \$3,200 per requested number of sites and days</i> </td> <td style="text-align: right; vertical-align: bottom;">89,600.00</td> </tr> <tr> <td style="text-align: right;"><b>*TOTAL</b></td> <td style="text-align: right; border-top: 1px solid black;"><b>\$ 232,806.06</b></td> </tr> </table>	<b>Personnel</b> <i>Salaries &amp; Fringe Benefits, Overtime, Poll Workers</i>	\$ 64,927.55	<b>Polling Places</b> <i>Security, Polling Place Rentals</i>	9,900.00	<b>Supplies and Services</b> <i>Election Supplies, Communication Charges, Absentee Ballots Set Up</i>	5,392.01	<b>Trucks and Vehicles</b> <i>Truck Rentals, GSA Vehicles</i>	7,358.00	<b>Printing and Advertising</b> <i>Absentee, Early Voting &amp; Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads</i>	26,460.78	<b>Postage</b> <i>Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters</i>	13,738.99	<b>Ballot Creation</b> <i>In-House &amp; Outside Contractual Services, Translations - Based on one question</i>	2,410.00	<b>Administrative Overhead</b> <i>Indirect Costs, Logic &amp; Accuracy, Post-Election Audits</i>	13,018.73	<b>Early Voting</b> <i>Estimated at \$3,200 per requested number of sites and days</i>	89,600.00	<b>*TOTAL</b>	<b>\$ 232,806.06</b>		
<b>Personnel</b> <i>Salaries &amp; Fringe Benefits, Overtime, Poll Workers</i>	\$ 64,927.55																					
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<b>*TOTAL</b>	<b>\$ 232,806.06</b>																					
* Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an <u>additional ballot page</u> , the cost will be adjusted accordingly.																						

For more information, you may contact:

Patricia Prochnicki  
 Elections Budget and Finance Chief  
 Miami-Dade Elections Department  
 2700 NW 87 Avenue  
 Miami, Florida 33172  
 Office: 305-499-8588 E-mail: bproch@miamidade.gov

Composite Exhibit

Agenda Item 85A  
 Date 7-17-13

## ESTIMATE

### Miami Beach General Municipal Election November 5, 2013 (Stand Alone)

Rafael E. Granado, City Clerk  
 City of Miami Beach  
 1700 Convention Center Drive, #200  
 Miami Beach, FL 33139

Estimate N°: MB-SA-110513  
 Estimate Date: April 16, 2013

Registered Voters:	49,926	Early Voting Days:	7
Precincts:	36	Early Voting Sites:	2
Polling Places:	23		
Permanent Absentee Ballots:	5,602		

Personnel	\$	64,927.55
<i>Salaries &amp; Fringe Benefits, Overtime, Poll Workers</i>		
Polling Places		9,900.00
<i>Security, Polling Place Rentals</i>		
Supplies and Services		5,392.01
<i>Election Supplies, Communication Charges, Absentee Ballots Set Up</i>		
Trucks and Vehicles		7,356.00
<i>Truck Rentals, GSA Vehicles</i>		
Printing and Advertising		26,460.78
<i>Absentee, Early Voting &amp; Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads</i>		
Postage		13,738.99
<i>Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters</i>		
Ballot Creation		2,410.00
<i>In-House &amp; Outside Contractual Services, Translations - Based on one question</i>		
Administrative Overhead		13,016.73
<i>Indirect Costs, Logic &amp; Accuracy, Post-Election Audits</i>		
Early Voting		44,800.00
<i>Estimated at \$9,200 per requested number of sites and days</i>		
<b>*TOTAL</b>		<b>\$ 188,006.06</b>

\* Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.

For more information, you may contact:

Patricia Prochnicki  
 Elections Budget and Finance Chief  
 Miami-Dade Elections Department  
 2700 NW 87 Avenue  
 Miami, Florida 33172

Office: 305-499-8568 E-mail: [bproch@miamidade.gov](mailto:bproch@miamidade.gov)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REJECTING ALL BIDS RECEIVED, PURSUANT TO INVITATION TO BID NO. 176-2013TC, FOR THE CONSTRUCTION OF THE 6<sup>TH</sup> STREET RESTROOMS, 53<sup>RD</sup> STREET RESTROOMS, AND OCEAN RESCUE OFFICE.**

**WHEREAS**, Invitation to Bid No. 176-2013TC, for the Construction of the 6<sup>th</sup> Street Restrooms, 53<sup>rd</sup> Street Restrooms, and Ocean Rescue Office (the ITB) was issued on May 15, 2013, with an opening date of June 14, 2013; and

**WHEREAS**, a pre-bid conference was held to provide information to prospective proposers was held on May 22, 2013; and

**WHEREAS**, the Public Group and Bidnet issued bid notices to 59 and 214 prospective bidders respectively of which 23 and 9 accessed the advertised solicitation respectively; in addition, 152 vendors were notified via email, which resulted in the receipt of four (4) proposals; and

**WHEREAS**, the City Manager exercised his due diligence and recommends that the Mayor and City Commission reject all bids received pursuant to the ITB.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby reject all proposals pursuant to Invitation to Bid No 176-2013TC, for the Construction of the 6<sup>th</sup> Street Restrooms, 53<sup>rd</sup> Street Restrooms, and Ocean Rescue Office.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

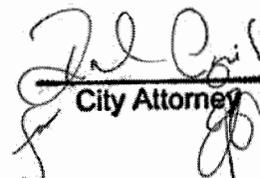
**ATTEST:**

\_\_\_\_\_  
**Rafael Granado, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

T:\AGENDA\2013\July 17\Procurement\ITB 176-2013TC - 6<sup>th</sup> and 53<sup>rd</sup> Street Restrooms- RESO 1 of 2.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney      7/15/13  
Date

Agenda Item R7H  
Date 7-13-13

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 1, TO THE PRE-CONSTRUCTION SERVICES AGREEMENT WITH THORNTON CONSTRUCTION COMPANY, INC., FOR THE CONSTRUCTION OF 1.) THE 6<sup>TH</sup> STREET RESTROOMS, IN THE AMOUNT OF \$614,322, PLUS AN OWNER'S PROJECT CONTINGENCY OF \$30,716, FOR A TOTAL OF \$645,038; 2.) 53<sup>RD</sup> STREET RESTROOMS AND OCEAN RESCUE BUILDING IN THE AMOUNT OF \$586,171, PLUS AN OWNER'S CONTINGENCY OF \$30,543; AND 3.) THE PROVISION OF A TEMPORARY OFFICE TRAILER FOR OCEAN RESCUE, IN THE AMOUNT OF \$24,704, FOR A TOTAL OF \$641,418; ALL FOR A GMP TOTAL OF \$1,225,197, WITH OWNER'S CONTINGENCY OF \$61,259, FOR A GRAND TOTAL OF \$1,286,456; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF \$535,367 FROM SP POST RDA CDT AND MUNICIPAL RESORT TAX FUND 388, \$109,671 FROM SB QUALITY OF LIFE RESORT TAX FUND 305, \$641,418 FROM CAPITAL PROJECTS NOT FINANCED BY BONDS FUND 301.**

**WHEREAS**, on July 13, 2011, the City Commission approved the issuance of a Request for Qualifications (RFQ) No. 2011-27762 for a Construction Manager at Risk Firm to Provide Pre-Construction Services and Construction Phase Services via a Guaranteed Maximum Price (GMP) Amendment for the 6th Street and 53rd Street Restrooms Project (the Project); and

**WHEREAS**, the scope of work for this Project consists of the demolition of the existing restroom facility located at Lummus Park at 599 Ocean Drive (6th Street Restrooms), and construction of a new 1,758 SF facility; and demolition of the existing restroom facility and Ocean Rescue office, located at 53rd Street and Collins Avenue, and construction of a new 864 SF restroom facility and 546 SF office for the Ocean Rescue Department; and

**WHEREAS**, on October 19, 2011, the Mayor and City Commission adopted Resolution No. 2011-27762, accepting the recommendation of the City Manager, pursuant to RFQ No. 40-10/11, and authorizing the Administration to enter into negotiations with the top-ranked firm, Thornton Construction Company, Inc. (Thornton); and further authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement; and

**WHEREAS**, the Pre-Construction Services Agreement was executed on January 13, 2012, in the amount of \$23,000 (the Agreement); and

**WHEREAS, as provided in the Agreement**, Thornton has provided a GMP for the project, in the amount of \$1,225,197 and, accordingly, the City Manager requests that the Mayor and City Commission accept and approve the GMP, plus an owner's contingency, in the amount of \$110,268, and authorize the Manager and City Clerk to execute the GMP Amendment No. 1 to the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby reject all proposals pursuant to Invitation to Bid No 176-2013TC, for the Construction of the 6<sup>th</sup> Street Restrooms, 53<sup>rd</sup> Street Restrooms, and Ocean Rescue Office and approve the Guaranteed Maximum Price (GMP) Amendment no. 1, to the Pre-Construction Services Agreement with Thornton Construction Company, Inc., for 1.) the

construction of the 6<sup>th</sup> Street Restrooms, in the amount of \$614,322, plus an owner's project contingency of \$30,716, for a total of \$645,038; 2.) 53<sup>RD</sup> Street Restrooms and Ocean Rescue Building, in the amount of \$586,171, plus an owner's contingency of \$30,543, and 3.) the provision of a temporary office trailer for Ocean Rescue in the amount of \$24,704, all for a total of \$641,418; for a GMP total of \$1,225,197, with owner's contingency of \$61,259, for a grand total of \$1,286,456; with previously appropriated funding in the amount of \$535,367 from SP Post RDA CDT and Municipal Resort Tax Fund 388, \$109,671 from SB Quality of Life Resort Tax Fund 305, \$641,418 from Capital Projects Not Financed By Bonds Fund 301.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.**

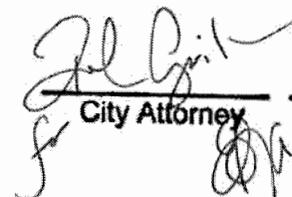
**ATTEST:**

\_\_\_\_\_  
**Rafael Granado, CITY CLERK**

\_\_\_\_\_  
**Matti Herrera Bower, MAYOR**

T:\AGENDA\2013\July 17\Procurement\ITB 176-2013TC - 6<sup>th</sup> and 53<sup>rd</sup> Street Restrooms- RESO 2 of 2.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

7/15/13  
\_\_\_\_\_  
Date

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JOSE SMITH, CITY ATTORNEY  
OFFICE OF THE CITY ATTORNEY

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower  
Members of the City Commission

CC: Jimmy Morales, City Manager

FROM: Jose Smith, City Attorney

DATE: July 17, 2013

**SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2013, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY CHARTER SECTION 1.03(b) REQUIRING MAJORITY VOTER APPROVAL BEFORE THE CITY'S SALE, LEASE EXCEEDING TEN YEARS, EXCHANGE OR CONVEYANCE OF CONVENTION CENTER PARKING LOTS SHOULD BE CHANGED TO REQUIRE 60% VOTER APPROVAL INSTEAD, AND TO INCLUDE "CONVENTION CENTER CAMPUS" (ALL CITY-OWNED PROPERTY WITHIN CIVIC AND CONVENTION CENTER DISTRICT EXCEPT CONVENTION CENTER AND CARL FISHER CLUBHOUSE) WITHIN THE CATEGORY OF CITY-OWNED PROPERTIES SUBJECT TO 60% VOTER APPROVAL REQUIREMENT, AND CLARIFYING THAT THIS CHARTER CHANGE IS INAPPLICABLE TO THE "CONVENTION CENTER PROJECT" BALLOT QUESTION (TO BE PRESENTED SIMULTANEOUSLY ON THE NOVEMBER 5, 2013 BALLOT).**

Along with today's agenda items concerning the City Commission's discussion of Miami-Dade County's Certification of the Initiative Petition, sponsored by "Let Miami Beach Decide", and my Commission Memorandum relating to it, the attached Resolution has been prepared if the Commission decides to schedule an election at this time.

The Resolution calls for a City of Miami Beach Special Election to be held on November 5, 2013 for purposes of presenting a ballot measure to the electorate regarding the proposed amendment to City Charter section 1.03, whereby:

- The requirement to obtain majority voter approval before the City's sale, lease exceeding ten years, exchange or conveyance of Convention Center parking lots shall be changed to require 60% voter approval instead;
- The category of City-owned properties subject to this 60% voter approval requirement shall be increased to include the "Convention Center Campus"

(defined in the Initiative Petition as: all City-owned property within Civic and Convention Center District except Convention Center and Carl Fisher Clubhouse); and

- In compliance with Florida Statute 101.161(1), voter confusion shall be avoided by clarifying that this Charter change is inapplicable to the "Convention Center Project" ballot question (said question to be presented simultaneously on the City's November 5, 2013 ballot).

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2013, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY CHARTER SECTION 1.03(b) REQUIRING MAJORITY VOTER APPROVAL BEFORE THE CITY'S SALE, LEASE EXCEEDING TEN YEARS, EXCHANGE OR CONVEYANCE OF CONVENTION CENTER PARKING LOTS SHOULD BE CHANGED TO REQUIRE 60% VOTER APPROVAL INSTEAD, AND TO INCLUDE "CONVENTION CENTER CAMPUS" (ALL CITY-OWNED PROPERTY WITHIN CIVIC AND CONVENTION CENTER DISTRICT EXCEPT CONVENTION CENTER AND CARL FISHER CLUBHOUSE) WITHIN THE CATEGORY OF CITY-OWNED PROPERTIES SUBJECT TO 60% VOTER APPROVAL REQUIREMENT, AND CLARIFYING THAT THIS CHARTER CHANGE IS INAPPLICABLE TO THE "CONVENTION CENTER PROJECT" BALLOT QUESTION (TO BE PRESENTED SIMULTANEOUSLY ON THE NOVEMBER 5, 2013 BALLOT).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

**SECTION 1.**

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 5, 2013, for the purpose of submitting to the electorate the question as set forth hereinbelow.

**SECTION 2.**

That the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with acceptance of the certification of the results of said Special Election to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated

**SECTION 3.**

That the said voting precincts in the City of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts in which the official registration books show that the said electors reside.

**SECTION 4.**

Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 2700 N.W. 87<sup>th</sup> Avenue, Doral, Florida 33172; Telephone: (305) 499-VOTE (8683).

**SECTION 5.**

Not less than thirty days' notice of said Special Election shall be given by publication in a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of §50.031 and §100.342, Florida Statutes, and Section 38-3 of the Code of the City of Miami Beach.

**SECTION 6.**

The notice of election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 5<sup>th</sup> DAY OF NOVEMBER 2013, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING BALLOT QUESTION:

**AMENDING CHARTER SECTION 1.03(b)**  
**RE: VOTER APPROVAL OF CERTAIN CITY-OWNED PROPERTY**

**SHALL CHARTER SECTION 1.03(b) REQUIRING MAJORITY VOTER APPROVAL BEFORE CITY'S SALE, LEASE EXCEEDING TEN YEARS, EXCHANGE OR CONVEYANCE OF CONVENTION CENTER PARKING LOTS BE CHANGED TO:**

- REQUIRE 60% VOTER APPROVAL INSTEAD; AND
- INCLUDE “CONVENTION CENTER CAMPUS” (ALL CITY-OWNED PROPERTY WITHIN CIVIC AND CONVENTION CENTER DISTRICT EXCEPT CONVENTION CENTER AND CARL FISHER CLUBHOUSE) WITHIN CATEGORY OF CITY-OWNED PROPERTIES SUBJECT TO 60% VOTER APPROVAL REQUIREMENT?

(THIS CHARTER CHANGE INAPPLICABLE TO “CONVENTION CENTER PROJECT” QUESTION BELOW.)

\_\_\_\_\_ YES  
 \_\_\_\_\_ NO

**SECTION 7.**

That the official ballot to be used in the Special Election to be held on November 5, 2013, hereby called, shall be in substantially the following form, to-wit:

**OFFICIAL BALLOT**

**AMENDING CHARTER SECTION 1.03(b)**  
**RE: VOTER APPROVAL OF CERTAIN CITY-OWNED PROPERTY**

SHALL CHARTER SECTION 1.03(b) REQUIRING MAJORITY VOTER APPROVAL BEFORE CITY’S SALE, LEASE EXCEEDING TEN YEARS, EXCHANGE OR CONVEYANCE OF CONVENTION CENTER PARKING LOTS BE CHANGED TO:

- REQUIRE 60% VOTER APPROVAL INSTEAD; AND
- INCLUDE “CONVENTION CENTER CAMPUS” (ALL CITY-OWNED PROPERTY WITHIN CIVIC AND CONVENTION CENTER DISTRICT EXCEPT CONVENTION CENTER AND CARL FISHER CLUBHOUSE) WITHIN CATEGORY OF CITY-OWNED PROPERTIES SUBJECT TO 60% VOTER APPROVAL REQUIREMENT?

(THIS CHARTER CHANGE INAPPLICABLE TO “CONVENTION CENTER PROJECT” QUESTION BELOW.)

\_\_\_\_\_ YES  
 \_\_\_\_\_ NO

**SECTION 8.**

That the absentee voters participating in said Special Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

**SECTION 9.**

That the City of Miami Beach shall pay all expenses for conducting this Special Election and will pay to Miami-Dade County or directly to all persons or firms, upon

receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

**SECTION 10.**

If any section, sentence, clause or phrase of the proposed ballot measure is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said ballot measure.

**SECTION 11.**

This Resolution shall be effective upon its passage.

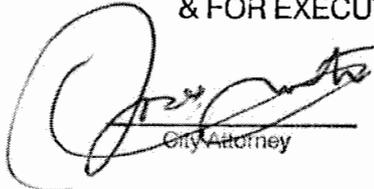
**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
MATTI HERRERA BOWER, MAYOR

\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

7/15/13  
\_\_\_\_\_  
Date

**PROPOSED BALLOT TITLE AND BALLOT SUMMARY  
AND CHARTER TEXT:  
NOVEMBER 5, 2013 SPECIAL ELECTION**

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**I. PROPOSED BALLOT TITLE AND BALLOT SUMMARY:**

**AMENDING CHARTER SECTION 1.03(b)  
RE: VOTER APPROVAL OF CERTAIN CITY-OWNED PROPERTY**

**SHALL CHARTER SECTION 1.03(b) REQUIRING MAJORITY VOTER APPROVAL BEFORE CITY'S SALE, LEASE EXCEEDING TEN YEARS, EXCHANGE OR CONVEYANCE OF CONVENTION CENTER PARKING LOTS BE CHANGED TO:**

- **REQUIRE 60% VOTER APPROVAL INSTEAD; AND**
- **INCLUDE "CONVENTION CENTER CAMPUS" (ALL CITY-OWNED PROPERTY WITHIN CIVIC AND CONVENTION CENTER DISTRICT EXCEPT CONVENTION CENTER AND CARL FISHER CLUBHOUSE) WITHIN CATEGORY OF CITY-OWNED PROPERTIES SUBJECT TO 60% VOTER APPROVAL REQUIREMENT?**

**(THIS CHARTER CHANGE INAPPLICABLE TO "CONVENTION CENTER PROJECT" QUESTION BELOW.)**

\_\_\_\_\_ YES  
\_\_\_\_\_ NO

**II. PROPOSED CHARTER TEXT:**

Sec. 1.03. -Powers of city.

(b) *Alienability of property.*

2. The sale, exchange, conveyance or lease of ten years or longer of the following properties shall also require approval by a majority vote of the voters in a City-wide referendum: (1) *Lots West of the North Shore Open Space Park*: All City-owned property bounded by 87<sup>th</sup> Street on the North, Collins Avenue on the East, 79<sup>th</sup> Street on the South, and Collins Court on the West; (2) *Cultural Campus*: All City-owned property bounded by 22<sup>nd</sup> Street on the North, Park Avenue on the West, 21<sup>st</sup> Street on the South, and Miami Beach Drive on the East; (3) *72<sup>nd</sup> Street Parking Lot*: The City-owned surface parking lot bounded by 73<sup>rd</sup> Street on the North, Collins Avenue on the East, 72<sup>nd</sup> Street on the South, and Harding Avenue on the West; (4) ~~*Convention Center Parking Lots*~~: ~~All City-owned surface parking lots located in the Civic and Convention Center District, generally bounded by Lincoln Lane on the South, Washington Avenue on the East, Meridian Avenue on the West and Dade Boulevard on the North; and (5) *Lincoln Road Parking Lots*~~: All City-owned surface parking lots in the vicinity of Lincoln Road located within the area bounded by 17<sup>th</sup> Street on the North, Euclid Avenue on the East, 16<sup>th</sup> Street on the South, and West Avenue on the West.

3. The sale, exchange, conveyance or lease of ten years or longer of the following properties shall require approval by vote of at least sixty (60) percent of the City's voters voting thereon in a City-wide referendum: (1) *Convention Center Parking Lots*: All City-owned surface parking lots located in the Civic and Convention Center District, generally bounded by Lincoln Lane on the South, Washington Avenue on the East, Meridian Avenue on the West and Dade Boulevard on the North; (2) *Convention Center Campus*: All City-owned property, except for the Convention Center and Carl Fisher Club House.

located within the Civic and Convention Center District (includes City Hall, 1701 Meridian Street, 555 17<sup>th</sup> Street, 21<sup>st</sup> Street Community Center, The Fillmore Miami Beach/Jackie Gleason Theater, and the 17<sup>th</sup> Street Parking Garage). All local laws, charter provisions and ordinances of the City in conflict with this provision are hereby repealed. This provision shall become effective immediately upon acceptance of the certification of election results by the City Commission.

Remaining subsections to be renumbered.