

PROJECT MANUAL
FOR
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT – KROME AVENUE WATER
SYSTEM IMPROVEMENTS
ENGINEER’S PROJECT NUMBER: 23-019.01
CITY OF FLORIDA CITY PROJECT



CITY COMMISSION

Mayor: Otis T. Wallace
Vice Mayor: Sharon Butler

Commissioner: Eugene D. Berry
Commissioner: James Gold
Commissioner: Walter P. Thompson

Prepared by:

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TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGES</u>
Invitation to Bid	4
Terms and Conditions	6
Federal Procurement Standards Under 2 CFR Part 200 And Appendix II	22
Scope of Work and Specification	37
Forms Description and Instructions	38
Form 1	41
Form 2	44
Form 3	46
Form 4	47
Form 5	48
Form 6	49
Form 7	50
City of Florida City Forms	
Vendor Disclosure Statement	53
Proposal	54
Bid Form	56
Statement of Bidder's Construction Experience	56
Bid Bond	58
Contractor's Certification Regarding Equal Employment Opportunity	61
Subcontractor's Certifications Regarding Equal Employment Opportunity	65
Contractor's Certification Regarding Labor Standards and Prevailing Wage Requirements	69
Subcontractor's Certification Regarding Labor Standards and Prevailing Wage Requirements	72
Contractor's Certification Regarding Debarment	75
Sub-Contractor's Certification Regarding Debarment	76

Contract	77
Performance Bond	80
Payment Bond	84
General Conditions	
Section I --- Promulgation of Contract	88
Section II -- Promulgation of Work	94
Section III -- Relationship with Others	98
Section IV -- Payment and Conclusion of Contract	99
Special Provisions	
Section I --- Miscellaneous Special Provisions	100
Technical Specifications	103
Attachments:	
Attachment A --- Wage Determination – FL20230125	5 pages
Attachment B --- AIS Compliance Documentation – Requirements	5 pages
Plans	6 sheets

Advertise Date: Friday, March 15, 2024

City of Florida City
PROCUREMENT INVITATION TO BID

Solicitation No.:	23-019.01
Solicitation Name:	Florida City American Rescue Plan Act - Krome Avenue Water System Improvements
Open Date/Time:	Friday, April 19, 2024 Time: 2:30 PM
Location:	404 W Palm Drive, Florida City, FL 33034
Contact:	Pedro D. Gonzalez City Engineer
Phone:	(305) 598-0199 Email: pgonzalez@baljet.com
Requesting Dept.	Utilities

Pre-Bid Conference:

Type: **Mandatory**
Date/Time: **3/29/2024 9:30 AM**
Location: **Florida City Commission Chambers**

All solicitation documents are available for download at
floridacityfl.gov/bids-proposals-qualifications

The funding source for this solicitation is the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Fund.

Notice to Bidder

Invitation to Bid

City of Florida City is requesting bids from qualified individuals/firms for a Project called: **Florida City American Rescue Plan Act - Krome Avenue Water System Improvements**

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to the office of the City Clerk on or before **2:30 PM Friday, April 19, 2024** at 404 West Palm Drive, Florida City, FL 33034. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents. Two sets of the Bid documents (one original and one copy) shall be submitted. Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Florida City, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

The Project Manual with the Bid Documents, Scope of Work, and Specifications for this solicitation are available from the city website: **floridacityfl.gov/bids-proposals-qualifications**.

Bidders who obtain Scope of Work/Specifications from sources other than **floridacityfl.gov/bids-proposals-qualifications**, are cautioned that the solicitation package may be incomplete. The bidders list, the addenda and information may be obtained from the city website and or the City Engineer Office. The plans can be obtained from the City Engineer Office at a non-refundable cost of \$70.00. To make payment by Zelle please use pgonzalez@baljet.com. Payments made by check are to be made payable to "Baljet Environmental, Inc. and delivered to our office at 4960 SW 72nd Ave Suite 302 Miami, FL 33155. All the RFIs or inquiries must be submitted to the City Engineer office to the following email: lsiprian@baljet.com. It is the bidder's responsibility to check for posted information. The City of Florida City may not accept incomplete Bids.

A MANDATORY Pre-Bid Conference has been scheduled for the following time and location:

9:30 AM March 29, 2024 at the Commission Chambers at 404 W Palm Drive, Florida City, Florida 33034 for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit will follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to Leonardo Luis Siprian using the email address listed below.

The City reserves the right to reject any or all bids, to waive any informality in any bid or to re-advertise for bids. Bids from any person, firm, or corporation in default on other contracts or agreements with the City shall be rejected. Failure by the Bidder to satisfy claims on previous contracts with the City shall be cause for rejections.

The City of Florida City is an Equal Opportunity Employer and encourages participation from Minority Business Enterprises, Women Business Enterprises, and Section 3 Contractors.

Sincerely,

Pedro Gonzalez
City Engineer, City of Florida City

Instruction to Bidders Terms and Conditions INVITATION TO BID (B)

1. DEFINITIONS

When used in the Contract Documents (hereinafter defined), the intent and meaning of the following terms (or pronouns in place of them) shall be interpreted as follows:

- 1.1. *The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural.*
- 1.2. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal, or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.3. **Affidavit:** The instrument which is to be executed by the Contractor and submitted to the City (through the Engineer) upon completion of the work covered by the Contract Documents showing that all subcontractors and bills have been paid. It shall also mean such instrument that may be requested by the City incident to partial payments.
- 1.4. **"And" - "Or":** The word "and" shall also mean "or" and "or" shall also mean "and", wherever the context or purpose so requires.
- 1.5. **Approved:** The words "approved", "satisfactory", "acceptable" or words like import shall mean "as to the Engineer" unless otherwise expressly stated; but shall not relieve the Contractor from any stated or implicit terms of the Contract Documents.
- 1.6. **Approved Alternate:** Solicitation documents may refer of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.7. **Approved Shop Drawings:** *Drawings submitted by the Contractor to the City Engineer, approved by the Engineer or an authorized representative.*
- 1.8. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.9. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.10. **Change Order:** A written order issued by the Engineer on behalf of the City to the Contractor, which details a change in the work which increases the Contract Price or Contract Time.
- 1.11. **City:** Refers to the City of Florida City, the party for which this Contract is to be performed, including duly authorized representatives, such as the Engineer.
- 1.12. **Contract:** The written and signed agreement which binds the City and Contractor to the terms of the Contract Documents.
- 1.13. **Contract Documents:** The Contract Documents shall mean and include the following:
 1. Advertisement for Bids
 2. Instructions to Bidders
 3. Proposal
 4. Sworn Statement on Public Entity Crimes
 5. Contractor's and Subcontractor's Certifications
 6. Contract
 7. Performance Bond
 8. Payment Bond
 9. General Conditions
 10. Special Provisions
 11. Attachment "A" Wage Determination – FL20230125

12. Attachment "B" AIS Compliance Documentation - Requirements

14. Technical Specifications

15. Plans

16. Addenda (if any)

- 1.14. **Contract Price:** The price listed in the Proposal or otherwise determined under the Contract Documents for completion of the Work by the Contractor in a satisfactory manner within the intent of the Contract Documents.
- 1.15. **Contractor:** The party of the second part to the Contract. The person, firm, or corporation, holders of a current Certificate of Competency applicable to the type of work to be performed, with whom a contract has been made directly or through accredited representatives, that may have entered into a contract with the City and who is primarily liable for the acceptable performance of the work for which he has contracted and for the payment of all legal debts pertaining to the work.
- 1.16. **Day:** Calendar Day.
- 1.17. **Directed:** The words "directed", "permitted", "ordered", "designated", "prescribed" or words of like import shall mean "by the Engineer" unless otherwise expressly stated and shall not relieve the Contractor from any stated or implicit terms of the Contract Documents.
- 1.18. **Domestic:** When applied to materials "Domestic" shall mean materials or products produced within the continental limits of the United States.
- 1.19. **Drawings:** See "Plans"
- 1.20. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the requester. Only bids or proposals received prior to the established date and time will be considered.
- 1.21. **Engineer:** Baljet Environmental Inc., or an authorized representative.
- 1.22. **Extra Work:** Work and materials which are not described in and covered by the Contract Documents, but which during the effective period of the Contract are found by the Engineer and or the City to be desirable to complete the Project satisfactorily and consistent with the general intention of the Contract Documents.
- 1.23. **Field Order:** A written order issued by the Engineer on behalf of the City to the Contractor which details a change in the work which does not increase the Contract Price or Contract Time.
- 1.24. **Inspector:** Any person designated by the Engineer to examine and inspect materials and work for the purpose of insuring compliance by the Contractor with all requirements of the Plans and Specifications.
- 1.25. **Laboratory:** Any approved testing laboratory which performs tests on materials entering the work, or performs any other testing related to the work.
- 1.26. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect. *Liquidated damages as collected by the City are accepted in full payment of all such unspecified additional costs encountered by the City.*
- 1.27. **Notice of Award:** The official letter from the City or City Engineer to the lowest responsive responsible Bidder notifying him that he has been awarded the Contract.
- 1.28. **Notice to Proceed:** The official letter from the City or City Engineer to the Contractor instructing the Contractor to commence work within twenty-one (21) calendar days or earlier after the date of the Notice.
- 1.29. **Or equal:** Only that material or product which is specifically approved by the Engineer as being an acceptable substitute for a material or product designated in the Specifications or on the Plans by a trade name or the name of the manufacturer.

- 1.30. **Person:** Any individual, combination of individuals, partnership, society, associate, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise.
- 1.31. **Plans:** The engineering drawings for the project prepared by the City Engineer that show the character and scope of work to be performed under the Contract Documents.
- 1.32. **Project:** All construction for which the Contractor is responsible under the Contract Documents.
- 1.33. **Provided:** Furnished and installed by the Contractor.
- 1.34. **Responsible:** A vendor, business entity or individual who is fully capable of meeting all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.35. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.36. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.
- 1.37. **Specifications:** The Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications, Addenda, and other documents included in the Contract Documents.
- 1.38. **Subcontractor:** Any person engaged by the Contractor to supply labor, materials, or equipment for use in the fulfillment of the Project. The Subcontractor is not a party to the Contract.
- 1.39. **Superintendent:** Authorized representative of the Contractor empowered to act with the City on behalf of the Contractor, within the limits of the law.
- 1.40. **Supplemental Agreement:** A written proposal accepted and executed by the City, Contractor and Surety changing the terms of the Contract.
- 1.41. **Surety:** The corporate bond company or individual which is bound by performance and payment bonds with and for the Contractor, who is primarily liable, and which engages to be responsible for his acceptable performance of the work of which contract has been made and for his payment of all debts pertaining thereto.
- 1.42. **Work:** Everything expressly or implicitly required to be furnished and done by the Contractor under the Contract Documents.
- 1.43. **Work Order:** A written request, initiated by the Contractor for compensation for authorized additional work to be reviewed and approved or denied by the City Engineer. Work Orders, if approved, will be paid out of the Contingency Pay Item or Change Order.
- 1.44. **Change Oder:** A written request, initiated by the Contractor for compensation of additional work that will result in a change of the Contract value.

2. INTERPRETATION OF CONTRACT DOCUMENTS:

Each Bidder must thoroughly examine all Contract Documents and examine and judge for himself all matters relating to the location and character of the proposed project.

If the Bidder should be in doubt as to the meaning of any of the Contract Documents or is of the opinion that the Plans and Specifications contain errors or contradictions, or reflect omissions, he shall submit a written request to the Engineer for interpretation or clarification. No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally. **Each such request must be in the hands of the Engineer at least ten (10) days before the due date for submittal of bids, so that an interpretation or clarification may be issued by the Engineer in the form of written addenda, delivered to all prospective Bidders via email.** The issuance of a written addendum shall be the only

official method whereby such an interpretation or clarification will be made. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under his bid as submitted, and each Bidder should verify the number of addenda issued prior to submitting his bid.

Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standard of the work, shall not relieve the Contractor of the obligation to furnish a satisfactory first-class job in strict conformity with the best practice found in work of a similar type. The failure of the Bidder to direct the attention of the Engineer to errors or discrepancies will not relieve the Bidder, should he be awarded the Contract, of the responsibility of performing the work to the satisfaction of the Engineer.

3. ORDER OF PRECEDENCE

3.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows.

- 3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
- 3.1.2. Federal Procurement Standards 2 CFR 200.317 – 200.327
- 3.1.3. City of Florida City’s Procurement Policy
- 3.1.4. Change Order
- 3.1.5. Agreement
- 3.1.6. Addenda
- 3.1.7. Special Conditions
- 3.1.8. Detailed Scope of Work/Specifications
- 3.1.9. Supplemental Information if any
- 3.1.10. Terms and Conditions

4. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

4.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations, or other requirements, as each may apply. Any involvement with the City of Florida City shall be in accordance with but not limited to:

- 4.1.1. Federal Procurement Standards 2 CFR 200.317 – 200.327
- 4.1.2. City of Florida City’s Procurement Policy
- 4.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
- 4.1.4. FL § 215 regarding scrutinized companies and business operations.
- 4.1.5. FL § 218 Public Bid Disclosure Act.
- 4.1.6. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
- 4.1.7. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 4.1.8. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

- 4.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Florida City must obtain a Florida City business tax account to operate unless specifically exempted.
- 4.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

5. BID – PREPARATION OF SUBMITTAL

5.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):

- 5.1.1. Marked with the words “Sealed Bid”
- 5.1.2. Bid Number
- 5.1.3. Bid Title
- 5.1.4. Bid Due Date
- 5.1.5. Name of the firm submitting the bid
- 5.1.6. Contact e-mail and telephone number

5.2. **Bid submission shall include:**

- 5.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
- 5.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
- 5.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
- 5.2.4. Limit the color and number of images to avoid unmanageable file sizes.
- 5.2.5. Do not lock files.

5.3. **Submission Format:**

- 5.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
- 5.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
- 5.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
- 5.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
- 5.3.5. The submission should not contain links to other web pages.
- 5.3.6. Include any information requested necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
- 5.3.7. Bid Security/Bond(s), as applicable (Construction projects)

5.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

6. RESPONSES RECEIVED LATE

- 6.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the City Clerk of the City of Florida City, prior to or on the time and date stated. All references to date and time herein reference Florida City, FL local time.
- 6.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.

6.3. The City of Florida City shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

7. **BIDDER REQUIREMENTS** (unless otherwise noted)

7.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The City of Florida City reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the bidder to perform.

7.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

7.1.2. Any bidder or subcontractor that will have access to secure facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or subcontractor.

7.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.

7.1.4. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Florida City at any time during such five (5) year period.

7.2. **BID--Past Performance:** Bidders past performance and prior dealings with Florida City (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

7.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Florida City. Florida City reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicated an inability of the bidder to perform.

8. **PRE-BID CONFERENCE**

8.1. A Mandatory pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have regarding this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "Interpretation/Addendums" for additional information.) A site visit will follow the pre-bid conference, as applicable.

- 8.2. **Mandatory:** Failure to attend the mandatory pre-bid conference will result in the bid being considered **non-responsive**.

9. INTERPRETATION/ADDENDUMS

- 9.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 9.2. Response(s) will be in the form of an Addendum posted on **floridacityfl.gov/bids-proposals-qualifications**. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Florida City.
- 9.3. All Addenda shall become part of the Contract Documents.
- 9.4. Florida City shall not be responsible for oral interpretations given by any employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by Florida City is the only official method whereby interpretation, clarification or additional information can be given.

10. QUALITY GUARANTEE/WARRANTY (as applicable)

- 10.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by Florida City, for a minimum of twelve (12) months from the date of final completion and acceptance by the City.
- 10.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 10.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to Florida City.
- 10.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from Florida City at no expense to Florida City. Florida City reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to Florida City, any money which has been paid for same.

11. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 11.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to Florida City, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid Florida City in evaluating the substitution. Such information is submitted through Florida City. Any such substitution shall be subject to Florida City approval through the issuance of a written addendum by Florida City.

Substitutions shall be approved only if determined by Florida City to be an **Approved Alternate** to the prescribed specifications.

- 11.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by Florida City. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between Florida City and the successful bidder.
- 12.2. After award of this bid, Florida City reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, Florida City may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, Florida City considers such adjustments to be in their best interest.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

14. CONFIDENTIALITY

- 14.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 14.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

15. BID CONFLICT OF INTEREST

- 15.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers, and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of Florida City or any of its agencies. Further, all bidders must disclose the name of any Florida City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders, or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with, or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the City other than the City Engineer and/or their representative. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

17. DRUG FREE WORKPLACE

- 17.1. The City encourages Drug Free Workplace programs.

18. FLORIDA CERTIFIED ENTERPRISES

- 18.1. The City encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Florida City encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the City hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-CONTRACTOR

- 20.1. The use of subcontractors under this solicitation requires prior written authorization from the City representative. The maximum percentage of sub-contracted work should not exceed 30% of the contracted work. Subcontractors must have all the qualifications and experience to complete the work as specified in the plans and documents.

21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The City of Florida City has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:

- 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
- 21.1.2. Rates/Unit Prices and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- 21.1.3. This contract does not entitle any bidder to exclusive rights to City Agreements/Contracts/Purchase Orders. The City reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 21.1.5. The City reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
- 21.1.6. Any Single Large Project: The City, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.

In the event two (2) or more Bidders have submitted the lowest and best Bids/Proposals, first choice will be given in the following order:

- (A) A Bidder who has signed and submitted a Drug Free Workplace form, pursuant to Section 287.087 Florida Statutes, with the bid;
- (B) A Bidder who is both a Service-Disabled Veteran Business and a Miami-Dade County registered Small Business Enterprise as set forth in Part III, Section 1 of the Miami-Dade County Economic Development Department Small/Minority Business Development Office Operational Procedures, pursuant to the Board directive given at the December 16, 2009 regular meeting based on a staff report regarding Service-Disabled Veterans Preference Program;
- (C) A Bidder who is a Minority or a Small Business Enterprise, certified or registered by Miami-Dade County;
- (D) A Bidder who has previously completed successfully the same type of work in the City of Florida City;
- (E) A Bidder who has its principal place of business in Miami-Dade County;
- (F) A Bidder who has a place of business in Miami-Dade County; and
- (G) Otherwise, the bid may be awarded by drawing lots.

23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the City of Florida City, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract, the City may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the City to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The bidder acted in good faith in submitting the bid,
 - 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 23.3.4. The mistake was discovered and was communicated to the City prior to the City having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. Any Bidder that has submitted a formal Response to the City, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the City as part of the Solicitation process.
- 24.2. Notice of Intended Decision is posted at **floridacityfl.gov/bids-proposals-qualifications**. Bidders are solely responsible for checking information regarding the Solicitation.
- 24.3. Refer to the "Procurement Protest" section of the Procurement Manual for a complete description of the protest process and associated requirements.
- 24.4. In order to preserve the right to protest, a written "**Notice Of Intent To File A Protest**" must be filed with the City Clerk **within seventy-two (72) hours of Posting of the Notice of Intended Decision**.
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 24.4.2. The notice must be physically received by the City Clerk within the required time frame described above. No additional time will be granted for mailing.
- 24.5. Following receipt of the Notice of Intent to File a Protest, a "**Protest Bond**" and "**Formal Written Protest**" must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 24.6. **Failure to follow the protest procedures requirement within the time frames shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. CONTRACT ADMINISTRATION

- 25.1. **Designated Contact:**
 - 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
 - 25.1.2. The City requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford the City access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

25.2. BID – Term:

25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions, the default contract term shall be 365 days. Upon mutual written agreement of both parties, the parties may extend the Agreement contract, in whole or in part, for an additional 180 days. The increments of renewal shall be at the sole discretion of the City as deemed in its best interest.

25.2.2. The City reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.

25.2.3. The City’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

25.3. BID – Basis of Award:

25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.

25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the City may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

25.3.3. The City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The City reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.

25.4. Agreement/Contracts:

25.4.1. The awarded bidder will be required to execute an Agreement/Contract or Purchase Order following the awarding of the bid.

25.5. Records:

25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by the City, whichever event occurs first.

25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to the City personnel with reasonable notice and other people in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

25.5.2.1. Keep and maintain public records required by the City to perform the service.

25.5.2.2. Upon request from the City custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

25.5.2.4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service.

25.5.3. Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Pedro Gonzalez, (305)598-0199, pgonzalez@baljet.com.

25.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of the City, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes all electronic versions, such as CAD or other computer aided drafting programs.

25.6. Termination:

25.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The City reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the City of its acceptance.

25.6.2. The City may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, **if the termination of the Contract is in the best interest of the City and its residents, subject to the approval of the City Commission.**

25.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the City's mutual consent during the contract period shall be barred from further-City procurement processes for a **period of 180 days**. The vendor may apply for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the City.

25.6.4. The City reserves the right to terminate the award or contract following any of the below for goods or services over \$1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The City reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed too advantageous to the City.

25.6.4.6. The city has the right to terminate the contract due to the failure of either party to fulfill the terms or to apparently be unable to fulfill the terms in the future. In this case, seven days' written notice must be given before termination becomes effective, and the total compensation due the Contractor will be the Contract Price less the cost to the City to complete the project by whatever method he may deem expedient.

25.6.4.7. The City reserves the right to terminate a contract at any time.

26. WAIVER OF CLAIMS

- 26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the City of Florida City concerning this contract. After that period, the City will consider the bidder to have waived any right to claims against the City concerning this Agreement/Contract.

27. CITY OF FLORIDA CITY PAYMENT PROCEDURES

- 27.1. Unless otherwise noted, all vendors are requested to deliver two original invoices to the office of the City Engineer attention to Pedro D. Gonzalez, P.E., City Engineer:
4960 SW 72 Ave, Suite 302
Miami, Florida 33155
- 27.2. The Invoices shall be prepared in a modified A1A form detailing total, current and remaining quantities, and dollar values for all the pay items. All invoices will be paid as directed by the City's payment procedure unless otherwise stated in the detailed specifications for this project. A 10% Retainage shall be applied to all completed work.
- 27.3. The City will not be liable for requests for payment deriving from aid, assistance, or help from any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 27.4. The City is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. The City will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

28. SAFETY DATA SHEETS (SDS) (as applicable)

- 28.1. It is the vendor's responsibility to provide the City of Florida City with Safety Data Sheets on bid materials, as may apply to this procurement.

29. DEBRIS DISPOSAL (as applicable)

- 29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles, or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

30. SHIPPING (as applicable)

- 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders' responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the City and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. If the City has paid for the materials or equipment such as Pumps, Electrical Panels, Flow Meter, etc., then the materials will become the property of the City and shall be stored in a safe place until installation.

31. INSURANCE (AS APPLICABLE)

- 31.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.
- 31.2. Insurance requirements will be as follows:
- 31.2.1. Public Liability Insurance for Bodily Injury and Property Damage \$1,000,000 per occurrence.
 - 31.2.2. Automobile Liability Insurance for Bodily Injury and Property Damage \$1,000,000 per occurrence.

End of Terms and Conditions Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the City of Florida City standard Terms and Conditions or the Scope of Work.

TERM

Single Project: From the Notice to Proceed 120 calendar days to substantial completion and 60 calendar days from substantial completion to final completion (total days 180)

BASIS OF AWARD

The basis of the award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

DELIVERY REQUIREMENTS

The funding source for this solicitation is the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Fund.

Exhibit 1

Federal Procurement Standards under 2 CFR Part 200 and Appendix II

The following clauses shall apply to any Purchase Orders issued under declaration of emergency and/or where federal funds apply.

ANY/ALL THRESHOLD AMOUNTS

The reference to CITY within this document is inclusive of City of Florida City Subrecipients.

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the contractor agrees as follows:

- A. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.
- D. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'

representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/ CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

- 2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period as required by law.
- 2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 2.6. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the City.

3. DHS SEAL, LOGO, AND FLAGS

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

4. LOCAL VENDOR PREFERENCE EXCLUSION

- 4.1. The Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

- 5.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 6.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.

8. SUBCONTRACTS

8.1. The selected firm must require compliance with all federal requirements of all SUB-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with SUBCONSULTANT/CONTRACTOR/VENDORS.

9. CONFLICT OF INTEREST:

9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

10.2. Sub-Consultant/Contractor/Vendor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.

10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/EVerify>.

11. ENERGY POLICY AND CONSERVATION ACT

11.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- 12.1. Place qualified small and minority businesses and women’s business enterprises on solicitation lists.
- 12.2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- 12.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 12.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- 12.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
- 12.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 13.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 14.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services-Interim Policy for additional information.

OVER SMALL PURCHASE ADD THE FOLLOWING TO THE ABOVE

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- 15.1. The City, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 15.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the City and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

16. SUSPENSION AND DEBARMENT

- 16.1. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 16.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.
- 16.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Florida City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 16.4. The Consultant/Contractor/Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. RECOVERED MATERIALS

17.1. In the performance of this contract, the Consultant/Contractor/Vendor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements; or
- At a reasonable price.

17.2. Information about this requirement is available on EPA'S Comprehensive Procurement Guidelines web site at <http://www.epa.gov/cpg/> The list of EPA- designated items is available at <http://www.epa.gov/cpg/products/htm>.

18. REMEDIES

18.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

18.1.1. Withhold or suspend payment of all or any part of a request for payment.

18.1.2. Require that the Consultant/Contractor/Vendor refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

18.1.3. Exercise any corrective or remedial actions, to include but not be limited to:

18.1.4. Requesting additional information from the Consultant/Contractor/Vendor to determine the reasons for or the extent of non-compliance or lack of performance;

18.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

18.1.6. Advising the Consultant/Contractor/Vendor to suspend, discontinue or refrain from incurring costs for any activities in question; or

18.1.7. Requiring the Consultant/Contractor/Vendor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.

19. OTHER REMEDIES AND RIGHTS:

19.1. Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant/Contractor/Vendor, it will not affect, extend, or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Consultant/Contractor/Vendor.

19.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the City and the Consultant/Contractor/Vendor arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such a dispute is in state court, the venue shall be in the Twentieth Judicial Circuit Court in and for Florida City, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

20. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

20.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

20.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

20.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

20.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

21. CLEAN AIR ACT

- 21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 21.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 21.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the GRANT AGENCY.

22. FEDERAL WATER POLLUTION CONTROL ACT

- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 22.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the GRANT AGENCY.

23. BYRD ANTI-LOBBYING AMENDMENT

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

24. DAVIS-BACON ACT

24.1. Minimum wages

i. All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be Posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

A. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

- B. If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- C. In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

24.2. Withholding - LCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

24.3. Payrolls and basic records

- i. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

- A. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all Sub- Contractors.
- B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or sub- Contractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.
- C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

D. The falsification of any of the above certifications may subject the CONTRACTOR or sub-CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- iii. The Contractor or Sub-Contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Sub-Contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

24.4. Apprentices and trainees

- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

24.5. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

24.6. Subcontracts. The Contractor or Sub- Contractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub- CONTRACTO with all the Contract clauses in 29 C.F.R. 5.5.

24.7. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Sub-Contractor as provided in 29 C.F.R. 5.12.

24.8. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

24.9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub-Contractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

24.10. Certification of eligibility

- i. By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 C.F.R. 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

The scope of the project is detailed in the Plans, Technical Specifications and Bid Forms.

The scope of work includes the insertion of valves to close and abandon in place existing 2" water mains and connect new water services to properties along N Krome avenue between the intersection with Lucy St (SW 328th St) and W Davis Pkwy (SW 336th St). For details about the scope of work the Contractor shall refer to the above-mentioned Plans and any revisions issued during the Procurement-Bid Process.

End of Scope of Work and Specifications Section

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the standard forms.

<u>Form #</u>	<u>Title/Description</u>
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1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a	<i>Bid/Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested.

*	<i>Business Relationship Disclosure Requirement</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS”** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder’s responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.** NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3	<i>Reference Survey</i>
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Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (Not required to submit with bid)**

1. **Section 1:** Bidder/Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder/Proposer’s information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete **“Section 3.”**
4. **Section 4:** The reference respondent to print and sign name.
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. The final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 *Affidavit - Principal Place of Business*

Certifies Bidder’s location information.

6 *Sub-Contractor/Consultant List*

To be completed and returned when sub-contractors/consultants are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

Any person or affiliate, as defined by statute, 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 of Florida City; may not submit a Bid on a contract with the City of Florida City for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the City of Florida City; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Florida City, and may not transact business with the City of Florida City in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

*** *Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

*** *Include any licenses or certifications requested***

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)

PROCUREMENT
SOLICITATION RESPONSE FORM

Date Submitted: Bid Due Date: 6/6/2023

SOLICITATION IDENTIFICATION: Click here to enter text.

SOLICITATION NAME: Click here to enter text.

COMPANY NAME:

NAME & TITLE: (TYPED OR PRINTED)

BUSINESS ADDRESS: (PHYSICAL)

CORPORATE OR MAILING

ADDRESS:

SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS:

PHONE NUMBER: FAX

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY OF FLORIDA CITY WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE CITY OF FLORIDA CITY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. Dated: No. Dated: No. Dated:
No. Dated: No. Dated: No. Dated:

Tax Payer Identification Number:

(1) Employer Identification Number -Of- (2) Social Security Number:

** City of Florida City collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

- 1 Collusion Statement: Florida City, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded
2 Scrutinized Companies Certification: Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The City of Florida City reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the City of Florida City. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. Yes No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)



Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on City of Florida City's Form may result in the submission being declared non-responsive by City of Florida City.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
 FB/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida Statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Sample Only

**PROCUREMENT
BID/PROPOSAL FORM**

COMPANY NAME:

SOLICITATION:

PROJECT NUMBER, PROJECT NAME

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price.

City of Florida City will only accept bids submitted on bid forms provided. Bids submitted on other forms, other than those provided, will be deemed non-responsive and ineligible for award.

CITY OF FLORIDA CITY FLORIDA CITY AMERICAN RESCUE PLAN ACT – KROME AVENUE WATER SYSTEM IMPROVEMENTS					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1		
2	Preparation of As-built records	LS	1		
3	Maintenance of traffic for the entire Project	LS	1		
4	4" Insertion Valve, F & I	EA	1		
5	2" Insertion Valve, F & I	EA	2		
6	Cut & Plug Exist. 4" Water Main	EA	1		
7	Cut & Plug Exist. 2" Water Main	EA	2		
8	Installation of 2" HDPE Water Service with 2" Tapping Saddle and 2" Corporation Stop per MD-WASD Detail WS 2.16	EA	4		
9	Installation of 2" HDPE Water Meter per MDWASD Detail WS 2.16	EA	4		
10	Pavement Restoration Type M per MDWASD A-4.0	SY	121		
11	For cold milling roadway surface course for permanent pavement repairs (nominal 1 inch thick) (area as shown on Plans)	SY	121		
12	Milling & Resurfacing of Asphalt	SY	2,050		
13	For replacing pavement markings damaged, removed or obliterated by the Contractor's operation	LS	1		
14	Installation of Catch Basin Protective Fabric (SWPPP)	LS	1		
15	For constructing concrete sidewalk restoration to match existing	SY	7		
16	Sodd Restoration (Saint Augustine)	SY	105		
17	Abandonment and closure of existing out of use Water Valves as instructed by E.O.R	LS	1		
18	Water Valve abandonment/buried in concrete	EA	1		
19	Miscellaneous items not covered under a separate pay item, but necessary to complete the work as shown on the plans or required by Permit, technical specifications and or standards	LS	1		
20	The SUM of Item Nos. 1 through 19			SUBTOTAL	

21	For unforeseen conditions, for minor construction changes, and for quantity adjustments, if ordered by the Engineer (10% of the Subtotal, Item No. 20)	Contingency allowance			
		TOTAL BID			

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **23-019.01** Solicitation name: Florida City American City American Rescue Plan Act-Krome Avenue Water System Improvements

THE CITY OF FLORIDA CITY WILL NOT INTENTIONALLY AWARD CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY OF FLORIDA CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY OF FLORIDA CITY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE CITY OF FLORIDA CITY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name) _____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **THE CITY OF FLORIDA CITY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number:

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	_____
COMPANY:	_____	Due Date:	_____
PHONE #:	_____	Total # Pages: 1	
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	_____

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference)		
Bidder/Proposer	_____		
Reference Project Name:	Project Address:	Project Cost:	
_____	_____	_____	_____
Summarize Scope:	_____		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:	_____	

Section 4 Please submit non-CITY employees as References

Reference Name (Print Name)

Reference Signature

**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
 DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

**Company
Name:** _____

Printed name of authorized signer

Title

⇒ _____

Authorized Signature

Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **THE CITY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20__, by _____ who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary:

State of _____

County of _____

⇒ _____

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

_____ Florida City

_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to the City on a regular basis within the past 3 consecutive years _____ Yes* _____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such

Form 7: Public Entity Crime Form

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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

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

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement (*Please indicate which statement applies*):

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

City of Florida City Forms

Vendor Disclosure Statement

Information and Instructions

The City of Florida City, Florida, requires this disclosure statement to be completed and filed with all proposals, bid responses, contracts, or grant or loan requests to the City in excess of \$10,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications, or other proposals.

A copy of the disclosure statement shall be maintained by the awarding City Department.

The City of Florida City shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the City if the misleading or incorrect information on the disclosure statement is discovered by the City subsequent to execution of a contract.

Definitions

"Business Entity" means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of Florida.

"Family, or Family Members, or Familial Relationship" means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" means a person either elected to a governmental position or appointed to a governmental position who is authorized by statute, resolution, or charter to exercise part of the sovereign power of the governmental entity and whose duties involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the City.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

PROPOSAL

The undersigned, as Bidder, hereby proposes to:

Furnish all labor, materials, equipment, tools, services, and transportation for the construction of the utility infrastructure improvements as shown on the Plans and further set forth in the Contract Documents, prepared by Baljet Environmental, Inc., entitled.

**CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT – KROME AVENUE WATER SYSTEM
IMPROVEMENTS
ENGINEER’S PROJECT NUMBER: 23-019.01**

This project as stated above will be completed for the following compensation, timetable, and described condition:

A. This project shall be completed within 365 calendar days from the Notice to Proceed date as issued by the City Engineer to the Contractor.

For the purpose of establishing a schedule of payments and comparing of bids, the attached Bid Form is part of the Proposal, and must be completed by each Bidder.

Total Bid Price as stated on the Bid Form:

Price of _____ dollars
and _____ cents (\$_____).

B. Knowledge that time is of the essence in the performance of this work and that liquidated damages in the amount of \$500 per calendar day will be applied if the work is not completed within the period specified herein.

C. Bidder acknowledges that he has inspected the site of the work and is familiar with all Contract Documents, including Addenda.

D. This Proposal shall not be withdrawn within ninety (90) calendar days after the date fixed for opening bids.

E. At Bidder's option, this Proposal may be withdrawn if City fails to accept this Proposal within one hundred eighty (180) calendar days after the date fixed for opening bids.

The Bidder understands and agrees that the Total Bid amount stated above is inclusive of all work necessary to complete the job as described in the Plans and Specifications. Miscellaneous items required for a complete system in accordance with the Contract Documents for which separate items are not set forth herein shall be included in the price of the respective bid items.

The Bidder understands and agrees that quantities are approximate and are included only for the purpose of facilitating the uniform comparison of bids submitted. The City shall not be held responsible if the actual quantities are more or less than those listed on the Bid Form. All computations for compensation to the Contractor shall be based upon the actual quantities of work performed whether greater or lesser than the estimated quantities on the Bid Form.

BIDDER'S SIGNATURE

BIDDER'S NAME

ADDRESS

ADDRESS

TELEPHONE NUMBER

STATEMENT OF BIDDER'S CONSTRUCTION EXPERIENCE
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN – KROME AVENUE WATER SYSTEM
IMPROVEMENTS
ENGINEER'S PROJECT NUMBER: 23-019.01

(To be submitted by Contractor with Bid)

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Attach additional sheets if necessary.

1. Name of Bidder:
2. Name and social security number of each principal officer of corporation, partner of firm or individual:
3. U.S. Treasury number (Employer's Identification Number; Federal Social Security number used on Employer's Quarterly Federal Tax/Return, U.S. Treasury Department Form 941).
4. Permanent main office address:
5. Date organized?
6. Where incorporated?
7. How many years have you engaged in the contracting business under your present firm name?
8. Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
9. General character of work performed by your company:
10. Have you ever failed to complete any work awarded to your company? If so, where, and why?
11. Have you ever defaulted on a Contract?
12. List (attached list) significant projects recently (6 years) completed by your company, stating prime or sub-contractor, the type of work, the approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract (attach list).
14. List your experience as prime contractor (attached list) in construction work similar in importance, size, and scope of work to this project.
15. Through what personnel or affiliations do you propose to provide knowledge of local design and construction problems and methods?
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Florida City?

17. "The Bidder promises to defend, indemnify and hold harmless the City with regard to any disclosures or information received, whether at trial, in arbitration or on appeal."
18. "The Bidder authorizes any person, firm, corporation, organization or governmental unit to act on a copy of such statement."
19. The undersigned hereby authorizes and requests any person, firm, corporation, or governmental unit, to furnish any information requested by the City or an authorized representative in verification of the recitals comprising this statement of bidder's experience.

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
Date

By _____ He / She is personally known to me or has
(Name)

Presented _____ as identification
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

BID BOND
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN – KROME AVENUE WATER SYSTEM
IMPROVEMENTS
ENGINEER’S PROJECT NUMBER: 23-019.01

KNOW ALL MEN BY THESE PRESENTS that we, _____
_____ as Principal, and _____
_____ as Surety, are held and firmly bound unto the
City of Florida City, as Obligee, hereinafter called City, in the amount of _____
_____ Dollars (\$ _____
_____) which sum represents five percent of the Total Bid Price, for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
submitted the attached bid, dated _____, 20__ for:

CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT– KROME AVENUE WATER SYSTEM
IMPROVEMENTS
ENGINEER’S PROJECT NUMBER: 23-019.01

NOW, THEREFORE, if the Principal shall not withdraw said Bid within one hundred eighty
(180) days after date of opening of the bid, shall within 21 days after the prescribed forms are
presented to him for signature, enter into a written Contract with the City, in accordance with the
Bid as accepted, and give a Performance Bond and Payment Bond with good and sufficient surety
or sureties and provide the necessary Insurance Certificates, as may be required, for the faithful
performance and proper fulfillment of such Contract and for the prompt payment of all persons
furnishing labor or materials in connection therewith, then the above obligation shall be void and
of no effect; otherwise, to remain in full force and virtue, it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount
of this obligation as herein stated.

The Surety, for value received, hereby agrees that its obligations hereunder shall in no
way be impaired or affected by any extension of time within which said City may accept such bid
and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2023, A.D., the name and corporate seal of each corporate party being hereto affixed, _____ and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Secretary Corporate Seal

STATE OF FLORIDA)
 ss
COUNTY OF)

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 is the Attorney-in-Fact, for the

and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Florida City.

Subscribed and sworn to before me this _____ day of _____, 20____, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

**CONTRACTOR'S CERTIFICATION REGARDING EQUAL EMPLOYMENT
OPPORTUNITY
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT- KROME AVENUE WATER
SYSTEM IMPROVEMENTS**

[Name of Contractor] City of Florida City
**FLORIDA CITY AMERICAN RESCUE PLAN ACT- KROME
AVENUE WATER SYSTEM IMPROVEMENTS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include Zip Code):

- _____
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes [] No []
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes [] No []
3. Bidder has filed all compliance reports due under application instructions, including SF 100.
Yes [] No []
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes [] No []

NAME AND TITLE OF SIGNER (Please type): _____

Signature

Date

**CONTRACTOR'S CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

_____ City of Florida
[Name of Contractor] FLORIDA CITY AMERICAN RESCUE PLAN ACT
KROME AVENUE WATER SYSTEM IMPROVEMENTS

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE OF SIGNER (Please type): _____

Signature

Date

SECTION 3 PLAN FORMAT

(To be submitted by Contractor with Bid)

_____ agrees to implement the following specific
[Name of Contractor]
affirmative action steps directed at increasing utilization of lower income residents and businesses within the City of Florida City, Florida.

- A. To ascertain from the City official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders or subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program. Contractor will be required to show proof in the form of proof of advertisement in a local newspaper or copies of certified letters to nearby MBE contractors.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

**SUBCONTRACTOR'S CERTIFICATION REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

[Name of Subcontractor]

City of Florida
FLORIDA CITY AMERICAN RESCUE PLAN ACT
KROME AVENUE WATER SYSTEM IMPROVEMENTS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under application instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code):

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.
Yes [] No []
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes [] No []
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes [] No []
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes [] No []

NAME AND TITLE OF SIGNER (Please Type): _____

Signature

Date

**SUBCONTRACTOR'S CERTIFICATION REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

[Name of Subcontractor]

City of Florida City
FLORIDA CITY AMERICAN RESCUE PLAN ACT-
KROME AVENUE WATER SYSTEM IMPROVEMENTS

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE OF SIGNER (Please type): _____

Signature

Date

SUBCONTRACTOR'S SECTION 3 PLAN FORMAT

(To be submitted by Contractor with Bid)

_____ agrees to implement the following specific
[Name of Subcontractor]
affirmative action steps directed at increasing utilization of lower income residents and businesses within the City of Florida City, Florida.

- A. To ascertain from the City official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders or subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program. Contractors will be required to show proof in the form of proof of advertisement in a local newspaper or copies of certified letters to nearby MBE contractors.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

As officers and representatives of _____
(Name of Subcontractor)

We the undersigned have read and fully agree to this Affirmative Action Plan and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

**CONTRACTOR'S CERTIFICATION REGARDING LABOR STANDARDS AND
PREVAILING WAGE REQUIREMENTS**

City of Florida City
[Name of Contractor] FLORIDA CITY AMERICAN RESCUE PLAN ACT-
KROME AVENUE WATER SYSTEM IMPROVEMENTS

1. The undersigned, having executed a contract with:

for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.
2. He certifies that:
- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276-2(a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

_____	A Single Proprietorship	_____	A Partnership
_____	A Corporation Organized in the State of _____	_____	Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are:

Name	Address	Interest

- (e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

Name	Address	Trade Classification

(Contractor)

Date

By: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18 U.S.C. provides in part: "Whoever....makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Name	Address	Trade Classification

_____ (Subcontractor)

Date: _____

By: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CONTRACTOR'S CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension
and Other Responsibility Matters
Primary Covered Transactions

- [1] The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions or contracts by a Federal department or agency, a state department or agency, a local government department or agency, or a dependent special district of any level of government;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph [1](b) of this certification; and
 - (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- [2] Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Florida City
Florida City American Rescue Plan Act–
Krome Avenue Water System Improvements

Name

Title

Firm

Street Address

City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

SUBCONTRACTOR'S CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Subcontractors and Suppliers)

- [1] The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- [2] Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Florida City
Florida City American Rescue Plan Act–
Krome Avenue Water System Improvements

Name

Title

Firm

Street Address

City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix B

CONTRACT

CITY OF FLORIDA CITY

THIS CONTRACT, made and entered into on the ____ day of _____, 2024.

by and between

CITY OF FLORIDA CITY

party of the first part (hereinafter sometimes called the "City"), and

party of the second part (hereinafter sometimes called the "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish: All labor, material, and equipment, and perform all work in the manner and form provided by the Contract Documents covering the project of the City known and identified as:

FLORIDA CITY AMERICAN RESCUE PLAN ACT – KROME AVENUE WATER SYSTEM IMPROVEMENTS

for the aggregate Base Bid amount reflected in the Proposal, said aggregate amount being:_____

to be paid by the City to the Contractor, for performance of the work specified in the Contract Documents.

2. That the Contractor shall begin work to be performed under this Contract on a day to be specified in a written order issued by the Engineer and shall fully complete the project within 180 days after the date on the Notice to Proceed issued by the City Engineer.

3. Payment shall be made as set forth in item 1 above, for the faithful performance of this Contract, in lawful money of the United States, subject to additions and deductions as provided in the Contract Documents, the total amount of his bid as set forth above at the times and in a manner stated in the Contract Documents.

4. The "Contract Documents" are hereby defined as the Advertisement for Bids, Instructions to Bidders, the Proposal, the Sworn Statement on Public Entity Crimes, the Contractor's and Subcontractor's Certifications, the Contract, the Performance and Payment Bonds, the General Conditions, FDEP Supplementary Conditions, Wage Determination–FL20230125, AIS Compliance Documentation-Requirements, the Special Provisions, the Technical Specifications, the Plans, and any Addenda which may be issued. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.

5. The various indemnities of the Contractor contained in the Contract Documents indemnifying the City from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000, or the entire amount of the Contract.

N WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first hereinbefore written.

ATTEST: (SEAL)

**CITY OF FLORIDA CITY
PARTY OF THE FIRST PART**

By: _____

By: _____

Name: _____

Name: Otis T. Wallace

Title: _____

Title: Mayor

**CONTRACTOR
PARTY OF THE SECOND PART**

ATTEST: (CORPORATE SEAL)

By: _____

(Name of Corporation)

By: _____
(Signature of Officer)

(Print or Type Name)

Owner
(Official Title)

(Address)

**PERFORMANCE BOND
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT– KROME AVENUE WATER
SYSTEM IMPROVEMENTS**

STATE OF FLORIDA)
 ss
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called Contractor, and _____
_____ as Surety, hereinafter called Surety, are held
and firmly bound unto the **City of Florida City**, 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, firmly by these presents.

WHEREAS Contractor has by written agreement dated _____, 20____,
entered into a Contract with the City for:

**CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT - KROME AVENUE WATER
SYSTEM IMPROVEMENTS**

In accordance with Plans and Specifications prepared by the Engineer, which Contract is
by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH,
that, if the Principal shall in all respects promptly and faithfully perform and comply with
the terms and conditions of said Contract and his obligations thereunder and shall
indemnify the City and the Engineer and save either or all of them harmless against and
from all costs, expenses and damages arising from the performance of said Contract or
the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond
shall remain in full force and effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the City any
difference between the sum to which the said Principal would be entitled on
the completion of the Contract, and that sum which the City may be obliged
to pay for the completion of said work by Contract or otherwise, and any
damages, direct or indirect or consequential, which the said City may
sustain on account of such work, or on account of the failure of said
Contractor to properly and in all things, keep and execute all of the
provisions of said Contract.

- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the City and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed, and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the City, for the reasons stated above needs to be replaced, repaired, or made good during that time, the City shall notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of this Notice, the City shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's Rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ___ day of _____ 20___, A.D., the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Secretary Corporate Seal

STATE OF FLORIDA)

ss

COUNTY OF)

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 is the Attorney-in-Fact, for _____

_____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Florida City.

Subscribed and sworn to before me this _____ day of _____, 20__, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

PAYMENT BOND

**CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT – KROME AVENUE WATER
SYSTEM IMPROVEMENTS**

STATE OF FLORIDA)
 SS
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called Contractor, and
_____ as Surety, hereinafter
called Surety, are held and firmly bound unto the **City of Florida City**, 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, firmly
by these presents.

WHEREAS Contractor has by written agreement dated _____, 20____,
entered into a Contract with City for:

**CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT– KROME AVENUE WATER
SYSTEM IMPROVEMENTS**

in accordance with Plans and Specifications prepared by the Engineer, which Contract is
by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH,
that, if the Principal shall promptly make payments to all claimants, as hereinbelow
defined, then this obligation shall be void; otherwise, this Bond shall remain in full force
and effect, subject to the following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor,
material and supplies, used directly or indirectly by the said Principal or any
Subcontractor in the prosecution of the work provided for in said Contract,
and is further defined in Section 713.01 of the Florida Statutes.
- B. The above-named Principal and Surety hereby jointly and severally agree
with the City that every claimant as herein defined, who has not been paid
in full before the expiration of a period of ninety (90) days after

performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
 2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment, therefore.
 3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the City any sum which the City may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

F. The Surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ___ day of _____, 20__ A.D., the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

STATE OF FLORIDA)

ss

COUNTY OF)

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 is the Attorney-in-Fact, for the

and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Florida City.

Subscribed and sworn to before me this _____ day of _____, 20____, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

GENERAL CONDITIONS
Section I - Promulgation of Contract

A. Intent:

The intent of the Contract Documents is to prescribe a complete work, which the Contractor agrees to do as evidenced by his entering into the Contract. Said complete work is to be performed in full compliance with said Contract Documents. The Contractor therefore agrees that he has examined all Contract Documents, the construction site, and other matters concerned with the project, and found them satisfactory to him for his completion of the work under the Contract Terms and Conditions, and within the Contract Time.

B. Use of Contract Documents:

The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. The Contractor shall take no advantage of any errors, omissions, or discrepancies in the Contract Documents but shall comply with the intent of said Contract Documents and notify the Engineer in sufficient time to allow the Engineer to make such interpretation, correction or change as necessary for fulfillment of the intent. Such notice by the Contractor shall be his responsibility alone and failure to exercise it shall in no way relieve the Contractor from any provisions of these Contract Documents. It shall further be the responsibility of the Contractor to verify all dimensions in the field, including items to be fitted into existing constructions, and dimensions so verified shall take precedence over scale and figure dimensions on the drawings. Any deviation from the Contract Documents, which may be required for any reason shall in all cases conform to written instructions of the Engineer.

C. Relationship of Contract Document Items:

In case of unresolved conflict between items of the Contract Documents, the following order shall govern, with the higher item taking precedence over the lower item:

- Executed Contract
- Addenda
- Proposal
- Special Provisions
- Technical Specifications
- General Conditions
- Drawing Schedules
- Drawing Notes

Large Scale Drawings and Dimensions
Small Scale Drawings and Dimensions
Scaled Dimensions

D. Ownership of Contract Documents:

The technical portions of the Contract Documents are the property of the City and shall be used only as specified herein or otherwise authorized by the City in writing. **The Contractor shall maintain always one complete set of the Contract Documents on the job site.** Unsigned Contract Documents issued to the Contractor shall be returned to the City at the completion of the job.

E. Distribution of Contract Documents:

Signed sets/Minimum Number Required

- 1 - City
- 1 - Engineer
- 1 - Contractor

F. Subcontractors:

All subcontractors will be subject to approval by the Engineer and the City before signing of the Contract. Subcontracts shall not exceed the monetary percentage noted in the Special Provisions or the estimated cost of the job as shown in the Proposal. All appropriate terms of these Documents shall apply equally to subcontractors as to the Contractor. **The Contractor shall assume full responsibility for the performance and action of his subcontractors and shall in no way be relieved of his responsibilities under these Contract Documents because of his use of subcontractors.**

G. Indemnification:

The Contractor shall indemnify and hold harmless forever the City, and the Engineer and their agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from performance of the Work, provided that any such claim damage, losses, or expense:

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and;
- (2) is caused in whole or in part by the negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by

any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. Said indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor. If any claim, lien, charge, or encumbrance is maintained or filed by anyone for any work done, labor performed, or material furnished for and in connection with the Work covered by these Contract Documents, the Contractor agrees to release any such claim, lien, charge, or encumbrance upon demand by the City and to indemnify and save the City harmless from and against any and all loss, cost or damage that the City may sustain as a result thereof, including, without limitation, to reasonable attorney's fees incurred by the City in connection therewith.

H. Insurance:

The Contractor, at his own cost and expense, shall take out and maintain during the life of this Contract, and shall not commence work under this Contract until he has obtained and provided, insurance of the character specified below in the amount listed in the Contract to protect the City and the Contractor against all liabilities, damages, and accidents. Nor shall the Contractor commence work until such insurance and insurance companies have been approved and accepted by the City. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all insurance required of the Subcontractor has been so obtained, provided, and approved. Neither approval, nor failure to disapprove insurance, by the City, shall release the Contractor or Subcontractor from full responsibility for liability, damages and accidents as set forth herein. No modification or change in insurance carriage and provisions shall be made without ten (10) days advance written notice to the City.

- (1) The Contractor shall provide "Workmen's Compensation Insurance" for all his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require each Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract is not protected under the State "Workmen's Compensation Law", the Contractor shall provide, and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- (2) The Contractor shall provide insurance, which shall protect him and any Subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death, and for claims for property damage, which may arise from operations performed under this Contract. Coverage shall be as follows:

- a. Public Liability Insurance, including automobile insurance covering all owned, non-owned, and hired vehicles used in connection with the work.
 - b. Property Damage Insurance.
 - c. Contingent Liability: The preceding policies for Public Liability and Property Damage Insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operations of Subcontractors, Sub-subcontractors or by anyone providing work, services or materials in connection with any operations under this Contract.
 - d. The amounts of coverage are established in the Special Provisions.
- (3) City's Protective Liability: In addition to the above forms of insurance, the Contractor shall furnish the City a policy of City's protective liability and protective damage insurance within the same limits as specified in the Special Provisions. This policy shall be written in the name of the City and is to cover liability on account of operations to be performed by the Contractor and his Subcontractors. The policy shall contain a provision that any and all premium payments shall be the obligation of the Contractor.

All insurance policies required shall be issued by companies authorized to do business under the laws of the State of Florida, under the countersignature of an authorized local resident producing agent of the insurance company, in accordance with Chapter 631, Florida Statutes, and with the following qualifications as to management and financial strength; The company must be rated no less than "A" as to management and no less than "AAA" as to strength, by the latest edition of Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038. All policies shall be endorsed to require the insurance company to give the City ten days written notice of any contemplated change, or cancellation, of the coverages hereby required.

The Contractor shall furnish Certificates of Insurance to the City, certifying the insurance required by the foregoing paragraphs to be affected and maintained by the Contractor and his Subcontractor before the commencement of any work. The Contractor shall deliver to the City the original policy of City's Protective Liability Insurance, or, if such coverage is afforded by endorsement, the original endorsement, or a duplicate original endorsement. Upon demand of the City at any time the Contractor shall furnish a certified copy of his and his Subcontractor's workmen's compensation policies and public liability and property damage policy together with received bills evidencing premium payments, therefore.

I. Subsurface Conditions, Existing Topography and Utilities:

Existing topography, and utilities shown in the Contract Documents are in all cases, for informational purposes only and no liability for correctness on behalf of the City or Engineer is acknowledged or accepted. It shall be the Contractor's responsibility to field verify the location of the utilities in the project area.

Contamination has been found in the soil near the project area and monitoring wells have been installed. The contractor shall exercise care when working in the area and adhere to all the environmental protection requirements as shown on the plans. The Contractor shall also be responsible for any damage caused to the monitoring well.

J. Termination of Contract:

This contract may be terminated by:

- (5) Fulfillment of its terms;
- (2) Mutual consent of both parties;
- (3) Failure of either party to fulfill the terms or to apparently be unable to fulfill the terms in the future. In this case, seven days' written notice must be given before termination becomes effective, and the total compensation due the Contractor will be the Contract Price less the cost to the City to complete the project by whatever method he may deem expedient. The obligations of the Contractor and the Surety will remain to the effect that the City receives a complete project, including the one-year guarantee, in accordance with the intent of the Contract Documents, at the Contract Price. Other costs in said fulfillment of terms incurred through no fault of the City will be borne by the Contractor and/or his Surety;
- (4) Release of the Contractor by the City, in which case the City will give the Contractor seven days written notice and compensate him in accordance with the partial payment provisions of the Contract Documents.

K. Laws, Codes and Regulations to be Observed:

- (1) The Contractor shall familiarize himself and comply with all Federal and State Laws, ordinances, regulations, or codes controlling the action or operation of those engaged in the work, or affecting materials used and shall be governed in accordance therewith, including the standard details and written technical specifications prepared by the Miami-Dade Water and Sewer Department (M-DWASD), Miami-Dade County Public Works Department (DCPWD), Miami-Dade County Code, Florida City Water and Sewer Construction Notes and the

Department of Regulatory and Economic Resources (DRER) Division of Environmental Resources Management (DERM).

- (2) In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The Bidder in making his bid and the Contractor in accepting.
- (3) The Contractor agrees that the requirements of such laws, ordinances, regulations or codes will be as carefully adhered to by him as if they were specifically set forth in the Contract Documents.

L. Addenda:

- (1) Should a Bidder find any discrepancies, omissions, ambiguities, code or regulation violations or the like in any of the Bidding Documents or should he find items for clarification, he shall notify the Engineer in writing.
- (2) No interpretation by the Engineer orally will be considered, or may be relied upon, by any Bidder.
- (3) Any interpretations, corrections and the like will be in the form of written Addenda which, if issued, will be hand delivered, mailed or transmitted via facsimile to all known Bidders at the respective addresses furnished by the Bidders at the time Contract Documents are obtained.
- (4) The Bidder shall include all the acknowledged Addenda issued by the City or the City's Engineer in the Bid packages.
- (5) Upon showing that a Bidder has received any Addenda but has failed to acknowledge receipt of same on the Proposal Form, his bid will be construed as though the Addenda have been received, and the submission of his bid will constitute acknowledgment of receipt of same.

GENERAL CONDITIONS

Section II - Promulgation of Work

A. Preconstruction Conference:

Prior to issuance of the Notice to Proceed, a preconstruction conference to include all regulatory and administrative authorities and the Contractor with his principal Subcontractors may be called for by the Engineer. At said conference, the Contractor will introduce his Superintendent and his proposed work and payment schedule and be prepared to discuss coordination of his work with others and procedures for handling paperwork throughout the duration of the job.

B. Superintendent and Employees:

The Contractor shall appoint a full-time competent Superintendent, fluent in English, acceptable to the Engineer. The Contractor shall assume responsibility for the behavior and workmanship of his employees.

C. Use of and Access to the Site:

The Contractor shall always maintain the work site in a travelable condition unless otherwise specified in the Special Conditions. The Contractor shall keep the site orderly and shall coordinate in advance his use of storage and workspace with others.

D. Contractor's Office:

No field office will be required for this project.

E. Communications:

Written communications to the City shall be delivered to the City's Engineer at the following address:

City of Florida City
c/o Baljet Environmental, Inc.
4960 SW 72nd Ave
Suite 302
Miami Florida 33155
(305) 598-0199

Written communications to the Contractor shall be delivered to the address furnished at the time Contract Documents are obtained or to other addresses which may be designated

to the Engineer in writing. Written communications with the Engineer shall be addressed and delivered as hereinbefore noted or via email.

Oral communications will be conducted, for purposes of intent with the Contract Documents, only between the Superintendent and the City's representative, including the Engineer. In no way shall communication from the Engineer be interpreted as supervision of the Contractor's work or employees.

F. Shop Drawings:

The Contractor shall review all Shop Drawings and approve them if in compliance with the plans and technical specifications. The approved by the Contractor Shop drawings shall be submitted directly to the City Engineer by the Contractor, only, and will be returned to the Contractor for appropriate action after review by the Engineer. The Contractor shall include with the shop drawing submittal, written certification from the applicable manufacturers that the materials furnished comply with the applicable referenced standards including the standard details and specifications of the Miami-Dade Water and Sewer Department (M-DWASD), Florida City and the Dade County Public Works Department (DCPWD) and the Letter of Compliance with AIS. Review or approval of Shop Drawings by the City Engineer will not include verification of dimensions or quantities and will in no way relieve the Contractor from his Contractual responsibilities and compliance with the plans, sketches and figures issued by the City Engineer.

G. Materials:

All materials which enter permanently into the work, unless otherwise specified, shall be new and undamaged and shall be of recent domestic manufacture and shall be the products of reliable manufacturers or suppliers who, unless otherwise specified, have been regularly engaged in the manufacture of such materials and equipment for at least five (5) years. The Contractor will seek the approval of the Engineer, before purchase or order, for all materials to enter permanently into the work in sufficient time so as not to cause delay. Items specified with the addition of such expressions as "or equal" are subject to prior approval of the Engineer if substitutions are proposed by the Contractor. The Contractor shall not order materials without approved shop drawings. Any materials ordered without approved shop drawings, and which are deemed unacceptable by the Engineer, are the responsibility of the Contractor. No payment will be provided for these materials, or any costs associated with removal of these materials from the project site or restocking of said materials.

H. Testing:

Unless otherwise noted in the Contact Documents, the Contractor will designate/provide a testing laboratory for the testing and control of materials entering the work. All testing performed by said laboratory will be paid for by the Contractor.

I. Inspections:

It shall be the responsibility of the Contractor to ensure that enough notice is given to the City and the City Engineer to allow inspection of the work or materials. The contractor shall secure authorization from the City Engineer's office to close any work that has not been inspected. Failure to ensure the inspection of the completed work will result in the work not being accepted by the City.

J. Maintenance of the Work:

The Contractor will maintain the work, at his expense, until Final Acceptance. The Contractor will not be entitled to additional compensation for Maintenance of Traffic for the additional time required to complete the project unless this extension on the Contract time has been caused by the City.

K. Changes in the Work:

The City or the City Engineer may make minor changes to the work not increasing the Contract Price by means of a written Field Order. The Contractor shall not be entitled to additional compensation or an extension of the Contract Time for work completed pursuant to a written Field Order or for any extra work completed by the Contractor without the prior written approval of the City.

The City may also pay for needed additional work not part of the original scope of services using the funds of the Contingency Pay Item as part of the Contract. The Contractor shall prepare a Work Order detailing the services rendered and the itemized costs for labor, equipment, and material. The Work Orders will be subject to review and approval or rejection by the City and FDEP. The costs for equipment shall not exceed those of the Rental Rate Blue Book approved by the FHWA.

The City may make changes which increase the Contract Price of the work by means of a Change Order. Extra work performed by Change Order will be paid for at the appropriate contract unit price. Change Orders are not subject to approval of the Surety. Should the changed work require items for which no Contract Price has been established, a Supplemental Agreement will be negotiated between the City and Contractor.

If the City and Contractor are unable to agree on a price for changed work, the City may order the Contractor to perform the work on a force account basis by means of a Work Order. Force account work will be compensated at the actual reasonable cost of labor and materials plus fifteen percent to cover overhead and profit. The City may require that the Contractor justify the cost of labor and materials by providing certified payroll

documentation and copies of receipts for materials or equipment rental. The contents of these Contract Documents will apply equally to force account work, as to the basic Contract work.

The Contractor shall not be entitled to payment for items in addition to the scope of work of the Contract unless the City has approved the additional items in writing.

L. Changes in Contract Time:

Changes in Contract Time will be allowed to the Contractor only for legitimate reasons beyond his control. The City Engineer will be responsible for determining what reasons are legitimate and beyond the Contractor's control. **No additional compensation for the extension of the contract time will be allowed.**

M. Substantial Completion:

Substantial completion is hereby defined as the point at which in the opinion of the Engineer, all construction is complete, including site restoration work, and satisfactory testing is complete, including pump station start up, etc. Substantial Completion shall be accomplished within 120 calendar days from the date of the Notice to Proceed.

N. Final Cleanup:

Final Acceptance and subsequent Final Payment may be withheld until the site and project area is cleaned up or restored in an acceptable manner.

O. Project Sign:

No Project Sign is required for this Project.

P. Traffic Control:

The Contractor shall be required to maintain traffic control during all phases of the work. For Work conducted within the FDOT Right-of-way, the MOT shall be governed by FDOT Standards. For work to be conducted on City Right-of-ways, the Maintenance of Traffic shall be conducted in accordance with Miami-Dade County and Florida City Standards and regulations.

Q. Establishing Line and Grade:

The Contractor shall be responsible for establishing and maintaining line and grade, and for all materials and expenses associated with laying out the system. The Contractor shall be responsible for maintaining and preserving all stakes, markings, etc., associated with system layout, at no additional cost to the City.

GENERAL CONDITIONS

Section III - Relationship with Others

A. Other Contracts:

The City reserves the right to employ others, including contractors, for other work in connection with this project. The Contractor shall afford the Engineer the opportunity, in advance, to coordinate his work with that of others.

B. Laws:

The Contractor shall comply with all governing laws including those for licensing, permits, patents, royalties, sanitation, safety, public access, maintenance of traffic, pollution control and payment of taxes. The cost of such compliance or for violation thereof is assumed to have been included in the Contract Price.

C. Relationship with the Public:

The Contractor will conduct his operation in such a manner so as not to cause embarrassment, disgrace, etc., to the project, the City or the City Engineer.

GENERAL CONDITIONS

Section IV - Payment and Conclusion of Contract

A. Contract Payments:

(1) Partial Payment:

Partial payment will be made monthly to the Contractor for work constructed through the last day of the previous month, less retainage. Partial payment for each Contract Item will be based on the Contractor's estimated quantities of completed work, subject to additions or deductions as determined by the City or Engineer from the actual quantities of completed work, but not in excess of the total Contract Price for any item. Standard retainage shall be 10%; however, the City may at any time increase or decrease the percentage retained or refuse to pay for unacceptable work or materials or work against which there are outstanding claims against the Contractor. The Contractor shall submit with the Application for Payment the Surety Consent for Payment Letter.

(2) Final Payment:

Final Payment will be based on completed quantities, adjusted to account for partial payments. Within thirty (30) days after Final Acceptance of the project the Contractor will be paid the amount due him, less retainage. The retainage, less any damages, will be paid within thirty (30) days after receipt by the City, of properly executed Affidavits and Releases of Lien.

Upon such Final Payment, the City and Contractor will be released from all terms of the Contract, except guarantees and warranties.

B. Time of Work:

Substantial completion of construction shall be within 120 days after the date on the Notice to Proceed issued by the City Engineer. Final Acceptance of the project will be the point at which written approval from the City or Engineer of the as-built drawings and completion of any repairs or other "punch list" items related to the work required by the City or Engineer is received by the Contractor. Said repairs shall be completed to the satisfaction of the City and Engineer within thirty (30) days after substantial completion.

**SPECIAL PROVISIONS
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT– KROME AVENUE WATER
SYSTEM IMPROVEMENTS
Section I - Miscellaneous Special Provisions**

A. Referenced Standard Specifications:

Referenced standards, if any, are set forth in the Technical Specifications.

B. Distribution of Contract Documents:

Distribution of Contract Documents shall be as described in the General Conditions, Section I.

C. Subcontracts:

The maximum amount of the proposed work that may be subcontracted shall not exceed thirty percent (30%) of the Contract Price.

D. Insurance:

Insurance requirements will be as follows:

Public Liability Insurance for Bodily Injury and Property Damage
\$1,000,000 per occurrence.

Automobile Liability Insurance for Bodily Injury and Property Damage
\$1,000,000 per occurrence.

E. Changes in the Work:

Proposed changes to the work noted by the Contractor in the field shall be brought to the attention of the Engineer immediately. Changes in the work shall be accommodated as defined in the General Conditions.

F. As-Built Plans:

The Contractor will be furnished with a set of reproducible plans for use in preparing as-built drawings to be submitted to the Engineer within the time for Substantial Completion of the project. It shall be the Contractor's responsibility to retain a Professional Land Surveyor to prepare as-built drawings and mylars. The cost of said services shall be included in the Contractor's price whether shown as a separate line item or not.

The contractor shall submit completed as-built plans, acceptable to the City for the City Engineer review at the time of substantial completion, liquidated damages may accrue if the project is not completed within the stipulated 365 days. The City reserves the right to request revisions be made by the Contractor's Surveyor at no additional cost to the City.

G. Miscellaneous Construction:

Miscellaneous or minor items of construction which are necessary for a complete work, whether said items are shown on the plans or not, and for which no separate payment is specified, shall be included in the Bid Item Total Prices and Total Base Bid Amounts proposed by the Contractor.

H. Utility Locations:

It shall be the Contractor's responsibility to contact Sunshine State One Call Center (1-800-432-4770) and the City of Florida City Water & Sewer Department (305-248-6855) for underground utility locations, in advance of the work. When excavating in an area near a marked underground utility, the Contractor shall exercise extreme caution to prevent damage to the existing utility. The Contractor shall be responsible for the cost to repair any damage to utilities.

I. Site Cleanliness:

During work on the project, the Contractor shall maintain all areas orderly and reasonably clear of debris, dirt, dust, standing water, etc., as determined by the Engineer. The Contractor shall always be responsible for maintaining safe pedestrian and vehicular access through the work area, including access from rights-of-way to private property.

J. Property Damage:

In the event the Contractor or any Subcontractor damages private property (e.g., mailboxes, landscaping, sprinkler heads, etc.), whether the property is located within the public right-of-way or not, the Contractor shall repair or replace said property to the satisfaction of the City and or the property owner.

K. Trenches:

The contractor shall not leave trenches open overnight without prior written approval from the Engineer. The Contractor shall be responsible for placing and maintaining temporary trench restoration (cold patch) over all utility trenches until final pavement restoration is completed.

L. Delayed Work:

Contractor shall not be entitled to compensation for any delays in work that do not result in extensions to the Contract Time.

M. Relocation of Surface Improvements:

Any existing surface improvements including traffic signs, mailboxes, fire hydrants, etc., which conflict with proposed work shall be relocated by the Contractor to locations approved by the City Engineer, at no additional cost to the City.

N. Exploratory Excavations:

Exploratory excavation will be considered excavation in the vicinity of the work area necessary to avoid damaging or to field verify location (vertical and horizontal) of the existing utilities. **The contractor shall not be entitled to compensation for any exploratory excavations throughout the duration of the project.** The contractor shall include the cost of the exploratory excavation in the corresponding unit prices.

O. Remobilization:

The contractor will be entitled to be compensated for remobilization if the work has been suspended or delayed by the City by more than 30 days. Contractor must provide documentation justifying the cost of a remobilization for the city's review and acceptance. The Contractor will not be compensated for delays caused by other government-regulatory agencies, suppliers, and utility companies such as FPL.

**TECHNICAL SPECIFICATIONS
CITY OF FLORIDA CITY
FLORIDA CITY AMERICAN RESCUE PLAN ACT- KROME AVENUE WATER
SYSTEM IMPROVEMENTS**

A. General Requirements:

1. **All materials and construction under this Project shall be in strict accordance with the applicable requirements of the Miami-Dade Water and Sewer Department (M-DWASD), Miami-Dade County Public Works Department (DCPWD), Miami-Dade County Department of Environmental Resources Management (DERM), State of Florida Department of Health (HRS), Florida Building Code (FBC), and the City of Florida City, and shall conform to the applicable standards and specifications available and on file with these agencies.** By submittal of his bid, the Contractor agrees that he is familiar with the standards and specifications listed herein. In the event of conflict between the listed standards and specifications and these Contract Documents, these Contract Documents will govern.
2. Contractor MUST call the Engineer to arrange for a permit and a pre-construction meeting at least 48 hours prior to proposed start of construction.
3. The City of Florida City and City Engineer personnel will inspect all facilities constructed as part of this project.
4. Work performed under this project will not be considered as complete until Final Acceptance of the system by the City of Florida City and until the following documents are received and approved by the City:
 - a) Contractor's Waiver and Release of Lien.
 - b) Contractor's Letter of Warranty.
 - c) Two sets of As-built plans on 24" x 36" showing specific locations, depths, etc., of all facilities as located by a Professional Land Surveyor. The As-built Plans must be signed and sealed by a Professional Land Surveyor and endorsed by the Contractor. The Contractor shall provide electronic file(s) of the "As-Built" Plans in AutoCAD version 19 or higher.
 - d) The As-built Plans shall be compatible with the Florida City Water and Sewer Electronic Atlas format.

5. The City may elect to have some, or all the excess material generated by trench excavation delivered to the City's Public Works Yard at no additional cost to the City. Such material that is not accepted by the City shall become the property of the Contractor, who shall be responsible for the proper disposal of said material.

B. Measurement and Payment :

1. It is the intent of these specifications to describe a complete working system. All unit cost items shall include costs for furnishing and installing the item, complete and in-place, in accordance with the approved plans and the M-DWASD and Standard Details. Any minor item of construction, or administrative requirement, including miscellaneous piping, fittings, accessories, backfill, compaction, restoration, testing, preparation of as-built drawings, Payment, and Performance Bonds, etc., shall be included in the unit cost items set forth in the Proposal whether said items are specifically listed or not.
2. Bid item costs shall include all costs to furnish and install the infrastructure completely and in-place as shown on the plans and other contract documents.
3. Bid item costs for pipe installation/replacement shall include all costs to furnish and install pipe including excavation, backfill and compaction, complete and in-place.
4. Bid item costs for pavement restoration shall include all costs to furnish and install roadway pavement (Type V) and driveway repairs (damaged asphalt driveways shall be overlaid), including Limerock base, compaction, and temporary trench restoration (cold patch) prior to placement of final pavement restoration, complete and in-place. FDOT Pavement restoration standards may be applicable. Temporary Pavement Restoration shall be installed on all City roads no later than one week after the pipe installation.
5. The Contractor shall be paid for the actual completed quantities of work as measured by the Contractor and verified and accepted by the City Engineer Inspector.

C. Testing:

1. The contractor shall submit to the Engineer for approval an outline of the Contractor's proposed testing schedule. Engineer must be notified 48 hours in advance of testing.
2. The Pressure Tests of the Water Main (if necessary) shall be conducted in accordance with M-DWASD/Florida City and DERM guidelines. The cost

associated with said testing shall be included in the unit cost items set forth in the Proposal.

3. The City shall be responsible for costs associated with the Engineer's inspection of the Contractor's work for the first test of each time only. In the event of pressure test failure, the Contractor shall be responsible for costs associated with the Engineer's inspection of any additional retesting, at standard hourly rates billed by the Engineer, at no additional cost to the City.

D. Trench Safety Act:

1. Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, including the provisions of 29 CFR Part 1926.650, Subpart P.
2. Where excavations to a depth exceeding five feet (5') are required, the Contractor shall:
 - a. Provide, upon request, a reference to the trench safety standards that will be in effect during the period of construction of the project.
 - b. Provide, upon request, written assurance by the Contractor performing the trench excavation that such Contractor will comply with the applicable trench safety standards.
 - c. Include in this bid, a separate item identifying the cost of compliance with the applicable trench safety standards. Included in the Proposal is a section which, when completed by the Bidder, identifies the Bidder's cost for compliance with the Florida Trench Safety Act. Failure to complete that section of the Proposal may result in the bid being declared non-responsive.

E. Pavement Restoration:

1. No backfilled trench, or any other segment of roadway where the pavement has been removed, shall remain unpaved overnight without prior approval of the City. The contractor shall apply temporary pavement restoration (cold patch) on the same day trenches are backfilled when the trench will not be provided with permanent pavement on that day. There will be no separate payment item for temporary pavement restoration. The contractor shall include costs for temporary pavement restoration in the Bid Items for permanent pavement.

F. Swale Restoration and Sodding:

1. The Contractor shall be responsible for restoring the grassed/swale areas affected by the construction to a condition equal to or better than that which existed prior to the work, including resodding if necessary, at no additional cost to the City.

G. Submittals, "Or Equal" Clause and Substitutions:

The contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in enough time to prevent any delay in the delivery of such materials and the installation thereof.

"OR EQUAL" - In accordance with 2 CFR 200.319(c)(1), these Plans and Specifications have been prepared with the intent to incorporate a clear and accurate description of the technical requirements for the material, product, or services to be procured. Such a description is not intended to contain features which unduly restrict competition. The descriptions provided were prepared to include the qualitative nature of the materials, products, or services to be procured and sets forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications were avoided when possible. However, in some cases it was determined impractical or uneconomical to make a clear and accurate description of the technical requirements without including brand and brand specific information. In all cases, Contractor acknowledges that any brand or brand specific information is to be read as "brand name or equivalent" as these descriptions are merely being used as a means to define the performance or other salient requirements of procurement and not to require a specific brand or supplier.

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Materials or equipment of other suppliers may be accepted by the Owner if enough information is submitted by the Contractor to allow Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Contractor and all such requests must be submitted by Contractor to City within thirty (30) calendar days after Notice of Award is received by Contractor.

If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the City for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, meets regulatory requirements, be similar and of equal substance to that specified and be suited to the same use as that specified.

The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the City in evaluating the proposed substitute. The City may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the City, if Contractor submits sufficient information to allow the City to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the City shall be the same as those provided herein for substitute materials and equipment.

The City shall be allowed a reasonable time within which to evaluate each proposed substitute and, if need be, to consult with the Design Professional. No substitute will be ordered, installed or utilized without the City's prior written acceptance, which shall be evidenced by a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

H. American Iron and Steel Requirements:

This contract is subject to and does require compliance with the American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014. AIS provisions require that iron and steel products used in this project must be produced in the United States. Generally, "Iron and Steel Products" include lined and unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Compliance with AIS Requirements is mandatory. Please refer to the American Iron and Steel Compliance Information, Form and Instructions in Attachment "B" and Article 16-American Iron and Steel Provision on Page 12 under the FDEP Supplementary Conditions.

ATTACHMENT “A”

WAGE DETERMINATION – FL20230125

ATTACHMENT “B”

AIS COMPLIANCE DOCUMENTATION - REQUIREMENTS

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	Click here to enter text.
BID TITLE:	Click here to enter text.
DATE DUE:	Click here to enter a date.
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	PEDRO D GONZALEZ
	4960 SW 72 Ave. STE. 302
	MIAMI, FL 33155



***Notice:** the Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of [Pedro D. Gonzalez](#).

PLEASE PRINT CLEARLY