



INVITATION TO BID

2025-11-01

BISCAYNE BOULEVARD MEDIAN LANDSCAPE BEAUTIFICATION FDOT FM#454228-1-74-01

Dear Potential Bidder:

Miami Shores Village is seeking bids from pre-qualified contractors to furnish all labor, materials, machinery, tools, equipment, and incidentals necessary for the installation of new landscaping, sod, irrigation, and associated work, in accordance with the plans, specifications, and FDOT requirements in accordance with the requirements stated herein. Bids shall be received no later than 2:30 p.m. on **Tuesday, December 9, 2025** for “*ITB # 2025-11-01 Biscayne Boulevard Median Landscape Beautification*”.

The Prime Contractor must be an FDOT Pre-Qualified vendor under “Landscaping” work class prior to award in order to be considered for this project. To become an FDOT Pre-Qualified vendor firm must register by utilizing the link: [FDOT Contractor Prequalification](#)

This project is funded in whole or in part through the Florida Department of Transportation (FDOT) Grant Beautification Project. All Federal and State rules, and regulations and requirements pertaining to this project are applicable.

Interested firms may secure the solicitation package by visiting the Miami Shores Village website: [Miami Shore Village Current Solicitations](#)

A non-mandatory pre-bid conference will be held at **10:00 a.m. on Monday, November 24, 2025** at 10050 NE 2nd Avenue, Miami Shore Village, 33138. The purpose of this meeting is to allow bidders to familiarize themselves with the project site, and ask any questions related to the scope of work, specifications, or bidding requirements. Contractors are encouraged to attend the pre-proposal conference. There is not a scheduled visit to the site before or after the pre-bid Meeting, therefore, potential bidders are encouraged to conduct site visits on their own.

The Miami Shores Village website is the preferred source of notices, addenda, bids, and other communications. The Village is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective bidders are responsible for checking the Village website for information, addendum and updates concerning the solicitation. Unless otherwise noted, bid documents are available at no charge.

Questions regarding this solicitation shall be submitted in writing to bids@msvfl.gov no later than **5:00 p.m., Friday, November 28, 2025**. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village's website. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

All bids must be signed, sealed and to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, no later than **2:30 p.m. Tuesday, December 9, 2025** and clearly marked in the lower left-hand corner on the outside of the envelope: " ITB # 2025-11-01 Biscayne Boulevard Median Landscape Beautification."

Bidders shall submit all bid documents in person or by mail. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or emailed bids shall be rejected and will not be accepted. The Village will not be responsible for any delays by delivery services or the US Postal Service. Late submittals will be returned.

Bids must be submitted on the Bid Form as furnished by Miami Shores Village and must be accompanied by a bid security in the form of a Bid Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft, or other form of security acceptable to the Village in a sum not less than five percent (5%) of the amount of the base bid, as a guarantee that the bidder will enter into an agreement with the Village if the bid is accepted. Bids shall remain in force for ninety (90) days after the time of opening

Bidders shall submit one (1) original and one (1) copy of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the contractor. In addition, Bidders must include one (1) original copy of the submission on USB electronic media in printable Adobe or Microsoft Word format.

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the Village.

SCHEDULE OF EVENTS

The schedule of events associated with bidding and contract award are as follows:

EVENT	DATE	TIME
Bid Advertisement	Tuesday, November 4, 2025	5:00 p.m.
Non-mandatory pre-bid meeting	Monday, November 24, 2025	10:00 a.m.
Last Day for Receipt of Questions	Friday, November 28, 2025	5:00 p.m.
Anticipated Addendum Issuance	Monday, December 1, 2025	8:30 a.m.
Bids Due	Tuesday, December 9, 2025	2:30 p.m.
Anticipated Village Council Award	* Tuesday, January 6, 2026	
Notice of Award Issued	* Wednesday, January 7, 2026	
Contract Execution - Bonds and Insurance	* Friday, January 16, 2026	
Pre-Con meeting and NTP	* Friday, January 16, 2026	
Project Completion	* Friday, August 14, 2026	

** dates are tentative*

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the Village Clerk, Ysabely Rodriguez at (305)762- 4870 or email at rodriguezy@msvfl.gov , at least seven (7) days before the date that the accommodation is necessary.

Pursuant to County Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the 1TB from the time of advertisement of the bid until such time as the Village Manager makes a written recommendation to the Village Council. For more information on the "Cone of Silence," please contact the Village Clerk's Office at 305-762- 4870 or via email at rodriguezy@msvjl.gov.

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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

Advertisement for Bids/Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid/Proposal Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid/Proposal Form: The form on which bids / proposals are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

Contract: The written agreement between the Village and the Bidder for performance of the

Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Date: The date on which the Agreement is effective.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Miami Shores Village Manager, designee, or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Miami Shores Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with Miami Shores Village.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Village's Contract Manager.

Notice to Proceed (NTP): The written communication issued by the Village to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Miami Shores Village.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Village's authorized representative designated to manage the Project.

Proposal/Bid Form: The form on which proposals / bids are submitted

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and

whether or not in privity of Contract with the Contractor.

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, a Vice Mayor and three (3) Village Council members.

Village Manager: The Manager of Miami Shores Village, Miami Shores, Florida.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words "**approved**", "**acceptable**", "**satisfactory**", "**equal**", "**necessary**", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Village to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. To get solicitation document, specifications and updates go to: <https://msvfl.gov/departments/businesses/bids-purchasing#>

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to Village Council, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Administrator at bids@msvfl.gov, Miami Shores Village Purchasing Division, 10050 NE 2nd Ave., Miami Shores, FL 33138.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Bidder.

- C. Bidders are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

1.6 ADDENDA

The Village may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents.

Bidder(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

1.7 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:

The Village reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process.

The Village reserves the right to reject any or all bids prior to award.

Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Bid Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B. The Village may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Village. In all cases Miami Shores Village shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or

delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Village Manager:

Miami Shores Village
Office of the Village Manager
10050 NE 2nd Ave.
Miami Shores, FL 33138
Phone: (305) 762-4851

and,

To the Village Attorney:

Miami Shores Village
Office of the Village Attorney
10050 NE 2nd Ave.
Miami Shores, FL 33138
Phone: (305) 349-2300

To the Bidder:

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of Miami Shores Village. The Bidder shall supply competent and physically capable employees and the Village is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

1.16 AWARD OF BID

The Village also reserves the right to award the contract on a split order basis, lump sum basis,

individual item basis, or such combination as shall best serve the interest of the Village.

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the Village.

The Village also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.17 USE OF OTHER GOVERNMENTAL CONTRACTS:

The Village reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest

1.18 DELIVERY:

Time will be of the essence for any orders placed as a result of this ITB. The Village reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the Village.

1.19 PROTESTS

A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the ("Bidder")) who has a substantial interest in and is aggrieved in connection

with the solicitation or proposed award of the ITB may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the ITB.

1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
- B. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the Village Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the Village.
- H. The institution and filing of a protest under this section is an administrative remedy

that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.

- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Village Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and Village Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

1.20 AGREEMENT

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Bidder.

1.21 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

Poor performance or default, in the Village's opinion, on previous contracts with the Village.
Poor performance or default, in the Village's opinion, on previous contracts with other public entities.
Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

1.22 SUBCONTRACTING

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Village. The Bidder shall furnish in writing to the Village the names of the Subcontractors. The Bidder shall

not contract with any Subcontractors to whom the Village has made reasonable and timely objection. The final Subcontractors list shall be presented to the Village.

1.23 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village and Village's approval.

1.24 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The Bidder or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency

1.25 FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.26 COLLUSION

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.27 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

- A. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- B. The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment,

use thereof would delay the Work or be unlawful.

1.28 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or thirty (30) days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305)762-4870, EMAIL: RODRIGUEZY@MSVFL.ORG AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2ND AVENUE, MIAMI SHORES, FLORIDA 33138

1.29 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

1.30 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless Miami Shores Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per

occurrence, the Village shall be entitled to attorney's fees and costs of defense, which Miami Shores Village, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the Miami Shores Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover Miami Shores Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.31 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.32 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.33 QUANTITIES

The Village specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the bid form by the Bidder.

1.34 CLAIMS

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.35 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.36 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.37 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on

leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.38 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form with their bid.

1.39 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the Village within five (5) calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

1.40 ACCESS TO RECORDS

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the Village Auditor or the Village Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three (3) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information

Services of the Florida Department of State, whichever is later.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER): (305) 762-4870, EMAIL RODRIGUEZY@MSVFL.ORG AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2ND AVENUE, MIAMI SHORES, FLORIDA 33138

1.41 BEST INTEREST OF MIAMI SHORES VILLAGE

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Village.

1.42 INSURANCE REQUIREMENTS

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Bidder shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award. The successful Proposer(s) shall not commence operations until certification or

proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

- a. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply

separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

E. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

F. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same

manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

G. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

NOTE: VILLAGE OF MIAMI SHORES VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

1.43 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the Contractor shall within ten (10) working days after notification of award.

1.44 VILLAGE WEBSITE

The Village utilizes the following procedures for notification of bid opportunities: <https://msvfl.gov/departments/businesses/bids-purchasing>

Miami Shores Village website is the preferred sourcing of notices, addenda, bids and other

communications. The Village is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendment or close of solicitations. Prospective bidders are responsible for checking the Village website for information and updates concerning solicitations. Unless otherwise noted, bid documents are available at no charge.

It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.45 DISCLAIMER

Miami Shores Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to Miami Shores Village's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the ITB, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

1.46 CONFIDENTIALITY

As a political subdivision, Miami Shores Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the

materials submitted with the bid and the results of Miami Shores Village's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

1.47 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at

the direction of and to the satisfaction of the Village's Contract Manager.

The Bidder acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.48 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Bidder warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Village shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the Bidder.

All Services undertaken by the Bidder before Village's approval of this Contract shall be at the Bidder's risk and expense.

1.49 BIDS FIRM FOR ACCEPTANCE:

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the Village for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.50 MANNER OF PERFORMANCE

- A. The Bidder shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Bidder in all aspects of the services. At the request of the Village, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.
- B. The Bidder agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.
- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience,

rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

- E. The Bidder shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Bidder shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.51 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

1.52 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the

Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

- b. The Village Manager may base this

decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.

- c. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Village reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.53 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless

acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.54 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.55 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.56 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Contractor for

evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.57 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.58 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D. The Village, through its Village Manager, and for its convenience and without cause,

terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
 - 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property.
 - 3. Cancel orders.
 - 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the

Agreement and not incorporated in the Services.

5. Take no action which will increase the amounts payable by the Village under the Agreement.
- G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.59 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 1. The Contractor has not delivered deliverables on a timely basis.
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the

proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.

5. The Contractor has failed to obtain the approval of the Village where required by the Agreement.
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
 1. Treat such failure as a repudiation of the Agreement.
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may

immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.60 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

1.61 PROPRIETARY RIGHTS

- A. The Bidder hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Bidder hereunder or furnished by the Bidder to the Village and/or created by the Bidder for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the Village, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become

engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.

- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Village, except as required for the Bidder's performance hereunder.

1.62 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade CountyFlorida, Dept. of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.63 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in

accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency

1.64 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Village, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

1.65 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or

appointed officer or official, director, employee, agent, or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under the Agreement; provided that the Village Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the Village's Attorney. Bidder shall thereafter

cooperate with the Village Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

1.66 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, Council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the Village, except as may be required by law.

1.67 BANKRUPTCY

The Village reserves the right to terminate this contract if, during the term of any contract the Bidder has with the Village, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

1.68 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.69 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the Village under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.70 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the Village as duly authorized expressions on behalf of Bidder.

1.71 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Village's Bidder lists, and prohibition from engaging in any business with the Village.

1.72 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.73 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

1.74 BUDGETARY CONSTRAINTS

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.75 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

**1.76 SCRUTINIZED COMPANIES
PURSUANT TO SECTION 287.135
AND 215.473**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.77 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the

General Conditions shall prevail in their entirety.

**1.78 PROHIBITION AGAINST CONSIDERING
SOCIAL, POLITICAL OR IDEOLOGICAL
INTERESTS IN GOVERNMENT CONTRACTING -
F.S. 287.05701:**

Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Village will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Village's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Bidder agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

2.3 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the Village's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

2.4 PRICING

Pricing shall be all-inclusive. Successful bidders shall include in their pricing all the labor specified, performed according to the provisions

of the contract, supplying all materials, supplies, permits and any other necessary services to complete the work. All material, workmanship, and equipment shall be subject to the inspection and approval of the Village's Project Manager.

2.5 REQUESTS FOR INFORMATION

Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Please note: No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this ITB.

2.6 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from ITB specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid conference, to allow sufficient time to resolve all discrepancies.

2.7 PROTECTION OF PROPERTY

The Bidder shall take extra precaution to protect all property while conducting services. Any damage

done by the Bidder shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.8 BIDDER'S REPRESENTATIONS

Bidder must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Bidder must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Bidder.

2.9 PERSONNEL

Bidder's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

2.11 REQUIRED LICENSES / CERTIFICATIONS

Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid Submission. Contractor must have proper licensing and be able to provide evidence of the same, if requested at the time of award.

2.12 PERFORMANCE AND PAYMENT BOND

Within ten (10) days of the award of contract, the Bidder shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to Miami Shores Village. The bonds should provide that the surety's liability will be co-extensive with the Bidder's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance.

a) A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one year warranty on labor and materials from the date of final acceptance.

b) A Labor and Materials Payment Bond

2.13 PRE-CONSTRUCTION MEETING

Soon after Bidder has been notified of award of RFP, Bidder, and Village shall agree upon a date and time for a pre-construction meeting. The Bidder shall have in attendance a principal of the firm or the project manager. Depending on the scope of the project, the additional stakeholders may be requested to attend.

The following matters (if applicable), at a minimum, shall be discussed and presented at this meeting:

- a) Signed contract
- b) Certificates of Insurance
- c) Performance and Payment Bond
- d) Project Managers
- e) Notice to Proceed
- f) Shop drawings
- g) Material deliveries
- h) Village scheduled events affecting involved facility/site
- i)

2.14 MATERIALS, INSPECTION, AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Bidder shall be responsible for the contract quality and standards of all materials, components or completed work finished under this contract for 12 months from the date of final approved inspection and acceptance. Materials, components, or completed work not complying therewith may be rejected by the Village and shall be replaced by the Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Bidder, after written notice has been mailed by the Village to the Bidder that such materials or components for work have been rejected.

2.15 NOTICE TO PROCEED

The date of commencement of construction will be established during the Pre-Construction Conference, which shall be held shortly after the award of contract, and will be stated in the Notice to Proceed.

2.16 SUBSTANTIAL COMPLETION

For the purpose of this project, Substantial Completion shall be defined as that point which the Village has occupancy and/or use of the facility under construction, including equipment and systems installed.

2.17 FINAL COMPLETION

For the purpose of this project, Final Completion shall be defined at that point after which the Director of Public Utilities or his representative, the Village's Building Official, and the using Department have made and approved the Final Inspection and the Punch List has been completed, and all deliverable have been provided to the Village.

2.18 SUPERVISION

The Bidder is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personal superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the Village. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

2.19 PERMITS

The Bidder shall obtain all permits and call for inspections required for this project. The Building Dept. is mandated to charge fees. The Bidder shall be responsible for the payment of the following fees including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. Fees for re-inspections shall be charged to the Bidder at normal rate and all costs shall be borne by the Bidder. The Bidder shall obtain all required permits to do the job. Bidder shall present the Village with proof of payment for said permit fees.

2.20 PROTECTION OF PROPERTY

The Bidder shall take extra precaution to protect all property while removing and replacing materials and equipment. Any damage done by the Bidder, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Director of the Department of Public Utilities.

2.21 WARRANTY

All materials and workmanship must be warranted for a minimum period of one year from the date of final acceptance. Equipment or systems carrying more than a one year warranty shall be enumerated on the Bid Proposal form.

2.22 FINAL ACCEPTANCE

The Final Inspection shall be made only after the Village is satisfied that the work described in the plans and specifications has been completed in accordance with the intent of these specifications. The acceptance of the work shall not in any way prejudice the Village's rights to demand replacement of defective materials and workmanship.

2.23 SAFETY

Bidder shall provide and place safety barriers and signage to modify and direct circulation at and around construction site. Every effort shall be made to minimize and limit construction noise, dirt, and dust.

2.24 ASBESTOS

No asbestos containing materials have been designed into this project, nor have been specified. Bidder shall use no asbestos-containing materials in the execution of the work covered by these specifications.

2.25 MANUALS

Bidder shall provide two (2) manufacturers' training and maintenance manuals for any equipment installed.

2.26 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Bidder and

the Village. Without this prior written authorization, the Village will not pay for extra work performed. The amount of Bidder's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Bidder:

Overhead Limit: 10% of direct cost;

Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractors or a Sub Bidder, Bidder's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The A/E of Record will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings, etc.

2.27 CLEAN UP

Bidder shall remove and dispose of any dirt or debris resulting from this project. All debris shall be disposed of at an authorized dumping facility. Dump tickets shall be submitted to the Village with each pay request.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures or landscaping affected or damaged during completion of this project shall be restored to an equal or better condition. Paint shall be touched up if and where needed. Bidder's equipment and surplus material shall be removed from site.

2.28 ARCHITECT/ENGINEER OF RECORD

The A/E of Record will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings, approval of all NOA compliances, etc.

2.29 CONTRACT TIME / LIQUIDATED DAMAGES

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the Village for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed

liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

The Contractor agrees to commence the work with adequate force and equipment with the number of consecutive days indicated in the scope of services after being notified by the Village to do so through the Notice to Proceed; and to complete the work and resting within the date indicated for substantial completion after the commencement date set by the Village and to pay as delay day penalty the sum of \$500 for each and every calendar day used for the completion of the work in excess of that heretofore stated.

Should an act of God or the acts or omissions of the Village, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Village as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Village shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the Village is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the Village, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Village's contractors

and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

2.30 AS-BUILT DRAWINGS

A set of drawings, which depicts the actual as-built conditions of the completed construction, provides the user with a permanent record of each project feature. These working as-built drawings will typically be red lined mark ups of the Construction plans. The working As-built drawings must be reviewed at least periodically by the Village's Project Manager in conjunction with the approval of progress payments. The contract requires the Bidder to prepare, maintain and deliver to the Village a set of redlined, record drawings, which show the actual as-built conditions of the construction phases.

2.31 BIDDER'S WORK AND STAGING AREA

a) As applicable, the Bidder shall use only site areas designated by the Village as Bidder Staging area for the project. The Bidder shall keep this area in a secure, clean and orderly condition, and shall be responsible for screening and fencing the area so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

b) Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the Bidder and no claim shall be made against the Village.

c) Upon completion of the Contract, the Bidder shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas to their original condition.

d) Bidder's insurance shall extend coverage to all designated storage areas.

2.32 BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for FIVE percent (5%) of the bid amount, made payable to the Miami Shores Village, Miami Shores Florida, shall accompany each bid.

2.33 LOCAL, STATE, AND FEDERAL

COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. STATE OF FLORIDA E-VERIFY

Contractor acknowledges that the Village may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract, during the Agreement term. The Contractors also responsible reporting to the Village any required information to the Village. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor:

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

(2) Subcontracts:

The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

G. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These

regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by the Village. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The bidder or proposer 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.

H. ANTI-LOBBYING Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors 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 non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation

of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

I. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

END OF SECTION

SECTION 3.0 SPECIFICATIONS

3.1 **PURPOSE AND INTENT**

Miami Shores Village (herein after referred to as “Village”) is seeking bids from qualified contractors (herein after referred to as “Contractor”) to furnish all labor, materials, machinery, tools, equipment, and incidentals necessary for the installation of new landscaping, sod, irrigation, and associated work, in accordance with the plans, specifications, and FDOT requirements in accordance with the plans in *Exhibit A – Engineered Drawings and Technical Specifications*.

This project is funded in whole or in part through the Florida Department of Transportation (FDOT) Grant Beautification Project. All Federal and State rules, and regulations and requirements pertaining to this project are applicable

3.2 **PROJECT LOCATION:** The Project is located at the medians along the medians along State Road 5 / US 1 / Biscayne Blvd. From NE 91st St. To NE 10th St., Miami Shores, Florida.

3.3 **QUALIFICATION REQUIREMENTS:**

3.3.1 The Prime Contractor must be an FDOT Pre-Qualified vendor under “Landscaping” work class in order to be considered for this project. To become an FDOT Pre-Qualified vendor firm must register by utilizing the link: <https://www.fdot.gov/contracts/prequal-info/prequalified.shtm> Prime Contractor must provide a copy of firm’s pre-qualification from FDOT link above with their bid submittal.

3.3.2 The Contractor shall have an active State of Florida Certified or Registered Contractor License and be a properly licensed under existing Federal, State and Local laws, and qualified to perform the job as contained in this scope of work.

3.3.3 The Contractor shall successfully have completed at least five (5) landscape installation projects of similar type, size and complexity in the State of Florida within the last five (5) years, with at least two (2) of the projects in Miami-Dade or Broward County. Bidder shall provide on the attached Vendor Questionnaire Form relevant experience of at least three (3) completed, delivered and accepted similar projects.

3.4 **FDOT STANDARD SPECIFICATIONS**

The Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2025–26, are incorporated by reference, and the applicable portions thereof are made a part of this bid.

Where FDOT Standard Specifications are referenced, it is to be understood that such specifications shall apply only as applicable and to the extent that they are consistent with the intent of this bid and the specific project requirements.

It is the CONTRACTOR'S responsibility to be familiar with and adhere to all applicable FDOT standards, procedures, and specifications, including Section 570 (Landscape), Section 580 (Irrigation), Section 102 (Maintenance of Traffic), and other relevant sections as applicable.

3.5 SCOPE OF WORK

Project Duration: The total construction duration for the Roadway Beautification Project is 210 calendar days, consisting of 180 days for Substantial Completion and an additional 30 days for Final Completion.

Work shall include, but is not limited to, the following:

- Clearing, grubbing, and removal of existing plant material.
- Mobilization and demobilization.
- Maintenance of traffic (MOT) in accordance with FDOT Standard Plans, Index 102.
- Contractor's erosion and sediment control, as required.
- Installation of tree protection fencing and preservation measures.

3.5.1 Landscape Work

1. Supply and installation of approved landscape materials including sod, plants, ornamental grasses, and groundcovers.
 - A. Only plants grades Florida #1 or better, per the Florida Department of Agriculture and Consumer services, Grades and Standards for Nursery plants are permitted.
2. Preparation and placement of soil amendments, mulch, and soil backfill.
3. Installation must meet all landscape plans, specifications, and FDOT standards for roadside plantings.
4. Compliance with approved planting details, spacing, and maintenance requirements.

3.5.2 Irrigation Work

1. Installation of a complete and operational irrigation system utilizing approved Rain Bird components (or equal).
2. Installation of mainlines, lateral lines, valves, sprinkler heads, and associated fittings.

3. Connection to the existing water source and testing of system for proper coverage and operation.
4. Compliance with all applicable local irrigation codes and water conservation requirements.

3.6 SITE EXAMINATION AND CONDITIONS

- 3.6.1 It is incumbent upon all bidders to examine the project sites and ensure that they are fully aware of all existing conditions that may affect the performance of the contract work.
- 3.6.2 The Contractor shall be responsible for:
 1. Verifying all measurements and field conditions;
 2. Identifying potential conflicts or obstructions prior to bid submission; and
 3. Incorporating all relevant factors into their bid price.
- 3.6.3 The Village shall not be responsible for any conclusions, assumptions, or interpretations made by the CONTRACTOR. No claims for additional compensation will be considered on behalf of any bidder, subcontractor, supplier, or other party due to failure to be fully informed of all aspects of this bid or the existing site conditions.

3.7 EQUIPMENT

- 3.7.1 All CONTRACTOR vehicles and equipment used in connection with the work shall be:

Maintained in good repair, proper working order, and sanitary condition at all times.

Clearly identified with the company name and telephone number displayed in a visible location on each owned vehicle.

Operated only by qualified personnel in compliance with state and federal safety regulations.

Equipped with and operated using all required safety devices and protective equipment in accordance with applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) standards.

- 3.7.2 The CONTRACTOR shall be solely responsible for maintaining safe working conditions and ensuring that all equipment meets or exceeds applicable State safety requirements.

3.8 CONSTRUCTION SIGN REQUIREMENTS

The Contractor shall provide and install a project sign. The project sign shall include the Company name and logo. The actual verbiage and layout of the sign shall be coordinated with and approved by the Public Works Department prior to fabrication.

Sign Material: ½-inch MDO plywood with 3M vinyl adhesive
Font: Century Gothic

Dimensions:

Vertical - 6 feet (H) x 4 feet (W)

Horizontal - 4 feet (H) x 6 feet (W)

3.8.1 Installation Requirements

The sign shall be installed within the public right-of-way (such as swales) in a location that:

1. Does not obstruct or impact sight distances;
2. Maintains ADA accessibility of sidewalks and curbs; and
3. Does not interfere with overhead wiring or other utilities.

3.8.2 Maintenance and Removal

The Contractor shall maintain the sign in good condition throughout the duration of the project and shall remove it promptly upon completion of the work or at the direction of the Public Works Department.

3.9 PLANT ESTABLISHMENT AND MAINTENANCE PERIOD

3.9.1 The CONTRACTOR shall be responsible for maintaining all newly installed landscaping for a Plant Establishment Period of ninety (90) days from the date of completion and acceptance of planting by the Village.

Maintenance shall include, but not be limited to:

1. Watering at appropriate intervals to ensure proper establishment.
2. Weeding, fertilizing, pruning, and replacement of damaged or dead plants.
3. Maintaining mulch depth and appearance.
4. Ensuring the irrigation system remains fully operational throughout the establishment period.

3.9.2 At the end of the 90-day establishment period, a final inspection shall be conducted by the Village and/or FDOT. Any plant material that has failed to establish properly shall be replaced at the CONTRACTOR's expense prior to final acceptance.

3.8.2.1 Plant replacement shall be the same species and specifications as the approved plan. Should it become necessary to change the species, a permit is required for approval by the FDOT district Architect.

If required by FDOT or the Village, the establishment period may be extended until satisfactory growth and survival of all plantings is achieved.

3.10 IRRIGATION WARRANTY PERIOD

3.10.1 The CONTRACTOR shall fully warrant the landscape irrigation system, at his/her own expense, repair or replace all defective work found to be defective for a period of one (1) year from the date of final acceptance of the work by the Village.

3.10.2 During the warranty period, the Contractor will enforce all manufacturer's and suppliers warranties as if made by the Contractor himself. Any malfunction, deficiency, breaks, damages, disrepair or other disorder shall be immediately and properly corrected.

3.10.2.1 The warranty period for any repaired or replaced work shall be extended for twelve (12) months from the date of completion of such repair or replacement.

3.10.3 This warranty shall cover all materials, workmanship, and installation performed under this Contract and shall be in addition to, and not in limitation of, any other rights or remedies available under law or contract.

3.14 PLANT MATERIAL WARRANTY

3.11.1 The CONTRACTOR shall fully warrant all plant materials furnished and installed to be in healthy and vigorous growing condition at the time of final acceptance by the Village, and to remain so for a period of one (1) year thereafter. The CONTRACTOR shall, at his/her own expense, replace any plants that fail to survive or are not in healthy condition during the warranty period.

3.11.2.1 Any plant materials found to be dead, diseased, or in unacceptable condition shall be promptly removed and replaced with materials of the same size, species, and quality as originally specified.

3.11.2.2 The warranty period for any replacement plant materials shall extend for six (6) months from the date of acceptance of the replacement planting.

3.12 COORDINATION AND COMPLIANCE

3.12.1 The CONTRACTOR shall coordinate all work with the Village's Project Manager. The Village's Project Manager is Jorge Loor. The project is subject to review and inspection by both the Village and FDOT representatives.

- 3.12.2 All work must be performed in accordance with approved plans, specifications, and regulatory requirements, and must be completed to the satisfaction of the Village.

3.14 HOURS OF WORK

- 3.13 The working hours and phasing of work shall be worked out with the Project Manager. Per FDOT, standard off-peak work hours are weekdays from 9:00 AM to 3:30 PM and from 9:00 PM to 5:00 AM and weekends. The Contractor will need to submit all lane closure requests through FDOT's online portal (<https://lcisv2.com/home>) at least 14 calendar days in advance of planned lane closures.

3.14 PROJECT COORDINATION & SCHEDULING

- 3.141 During the course of work, the Contractor shall be responsible for keeping the Village informed of the proposed work schedule.
- 3.142 The type of work required for this project is weather-dependent. Contractor shall communicate closely with Village staff, for any anticipated delays due to poor weather conditions. Any extended delay due to weather conditions must be documented in writing by the Contractor to the Village Project Manager, along with any request to extend the performance time of this project.
- 3.14.3 The Contractor shall commence performance as indicated in the Notice to Proceed. Work shall be substantially within fourteen (14) days.

4.0 BID SUBMITTAL FORM **(THIS FORM IS REQUIRED)**

The bid amounts specified herein are for unit price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, and/or subsurface investigations that he has made, has fully satisfy himself in regard to all conditions pertaining to such site and he assumes full responsibility therefor; that the he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Invitation to Bid, Instructions to Bidders, Bid Security, Contract, Performance and Payment Bond, General and Special Conditions, Technical Specifications, Drawings and has read all Addenda prior to the opening of bids, and that he is fully satisfied relative to all matters and conditions with respect to the work to which this Bid pertains.

The Bidder proposes and agrees, if this bid is accepted, to contract with Miami Shores Village (Village) in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tolls, apparatus, means of transportation, and labor necessary to complete the work specified in the bid and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form, and that the deductions for liquidated damages, also stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Village for additional costs to the Village resulting from the work not being completed within the time limits stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds and the required Certificates of Insurance, within ten (1) consecutive calendar days after receipt of written notice from the Village of the award of the Contract. The undersigned agrees that in case of failure on his part to execute the said Contract and the Performance and Payment Bond within the ten consecutive calendar days after the Award of the Contract, the Bid Security accompanying the bid and the money payable thereon shall be paid into the fund of Miami Shores Village, as liquidation of damages sustained by the Village; otherwise, the check accompanying the bid shall be returned to the undersigned after the Contract is signed and the Performance and Payments Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in accordance with the Contract Documents, the total of the lump sum prices and extended unit prices bid for the items listed in the following Bid Schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment provisions of the Specifications.

GENERAL CONDITIONS

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Cost</i>
1	Clearing and Grubbing/Demolition (Removal of Ex. Plant Material)	AC	1	\$ _____	\$ _____
2	Mobilization/Demobilization	LS	1	\$ _____	\$ _____
3	Maintenance of Traffic	LS	1	\$ _____	\$ _____
4	Contractor's Erosion and Sediment Control (as needed)	LS	1	\$ _____	\$ _____
5	Tree Protection Fencing	LF	750	\$ _____	\$ _____
				Subtotal lines 1 - 5:	\$ _____

LANDSCAPE

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Cost</i>
6	False Agave - 24" HT. x 24" SPR.	EA	26	\$ _____	\$ _____
7	Queen Emma Crinum Lily - 24" HT. 24" SPR.	EA	14	\$ _____	\$ _____
8	Emerald Blanket Natal Plum - 12" HT. X 12" SPR.	EA	1829	\$ _____	\$ _____
9	Fakahatchee Grass - 18" HT. X 18" SPR.	EA	319	\$ _____	\$ _____
10	Beach Creeper - 6" HT. X 12" SPR.	EA	1349	\$ _____	\$ _____
11	Frog Fruit - 6" HT. x 6" SPR.	EA	3505	\$ _____	\$ _____
12	Floritam St. Augustine Grass	SF	18458	\$ _____	\$ _____
13	Mulch (3" Depth)	CY	370	\$ _____	\$ _____
14	Soil Amendment (4" Depth)	CY	500	\$ _____	\$ _____
15	Soil Backfill (12", where required)	CY	650	\$ _____	\$ _____
				Subtotal lines 6 - 15:	\$ _____

IRRIGATION

Item No.	Description	Unit	Qty	Unit Cost	Cost
16	Rain Bird 1806-PRS 8 Series MPR	EA	213	\$ _____	\$ _____
17	Rain Bird 1806-PRS 10 Series MPR	EA	22	\$ _____	\$ _____
18	Rain Bird 1806-PRS 12 Series MPR	EA	12	\$ _____	\$ _____
19	Rain Bird 1806-PRS 15 Series MPR	EA	90	\$ _____	\$ _____
20	Rain Bird 1812-PRS 8 Series MPR	EA	66	\$ _____	\$ _____
21	Rain Bird 1812-PRS 10 Series MPR	EA	76	\$ _____	\$ _____
22	Rain Bird 1812-PRS 12 Series MPR	EA	6	\$ _____	\$ _____
23	Rain Bird 1812-PRS 15 Series MPR	EA	42	\$ _____	\$ _____
24	Irrigation Lateral Line (Class 200)	LF	7268	\$ _____	\$ _____
25	Irrigation Mainline (Schedule 40)	LF	500	\$ _____	\$ _____
26	Rainbird PEB Valve (1" & 1 1/2")	EA	13	\$ _____	\$ _____
				Subtotal lines 16 - 26:	\$ _____

Total Lines: 1 through 6 - General Conditions \$ _____

Total Lines: 6 through 15 - Landscaping \$ _____

Total Lines 16 through 26 - Irrigation \$ _____

Payment and Performance Bond (not to exceed 1.5% of lines 1 through 26) \$ _____

Project Subtotal: \$ _____

Add 10% Contingency (line 1 - 26): \$ _____

GRAND TOTAL: \$ _____

The Bidder acknowledges that any changes in this contract price for the work must be pre-approved in writing by the Village and that any changes in contract price may be required to go to the Village Council for approval at a Village Council meeting and that the item must be submitted four weeks in advance to appear on the Council agenda. The bidder acknowledges that any of his costs due to time for approval are to be incorporated into the change order amount.

Items listed in the Bid Form with nominal quantities are for establishing unit prices for work and are approximate.

Accompanying this Bid Guaranty, made payable to Miami Shores Village, of not less than five percent (5%) of the total actual bid, which guaranty is to be forfeited as liquidated damages, if in case this bid is accepted, the undersigned shall fail to execute the Contract under the conditions of this Bid; otherwise said guaranty is to be returned to the undersigned upon the delivery of a satisfactory bond.

(We), the undersigned, hereby certify that I (We) have carefully examined the foregoing bid after the same was completed, and have verified each item placed thereon; and I (We) agree to indemnify, defend, and save harmless, the Village against any cost, damage or expense which it may incur or be caused by any error in my (our) preparation of same.

Number of calendar days_____after receipt of all permits for completion following notice to proceed, including normal weather delays

SIGNATURE IS REQUIRED

Signature of Official:_____Date: _____

Name (typed):_____Title:_____

Company Name : _____

Address: _____

Email:_____Telephone: _____

SECTION 5.0 REQUIRED FORMS

Business Name: _____
D.B.A.: _____ **Federal I.D. No.:** _____
Business Address: _____
City : _____ **State:** _____ **Zip:** _____

1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

☐ No Addendum Issued

2. Conflicts of Interest*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

☐ Yes

☐ No

**Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

3. No Contingency Affidavit*

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon Miami Shores Village awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with Miami Shores Village in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.

- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

☐ Please Confirm

**Response required*

4. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of Miami Shores Village, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with Miami Shores Village.

☐ Please Confirm

**Response required*

5. Certifications*

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

☐ Please Confirm

**Response required*

6. Compliance with Laws*

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

☐ Please Confirm

**Response required*

7. Convictions*

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

☐ Please Confirm

**Response required*

8. Debarment*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Village immediately if their status changes and will provide an explanation for the change in status.

☐ Please Confirm

**Response required*

9. Drug-Free Workplace Certification*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee **will** abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

☐ Please Confirm

**Response required*

13. Discriminatory Vendor*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to

a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

☐ Please Confirm

**Response required*

14. Equal Employment Opportunity*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or Village may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

☐ Please Confirm

**Response required*

15. E-Verification System*

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Contractor to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Village with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Village is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

☐ Please Confirm

**Response required*

16. E-Verification Identification Number*

Provide your E-Verification Identification Number _____

**Response required*

17. Immigration and Nationality Act*

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. Village will not intentionally award Village contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Village may result in immediate termination of the Agreement. Village will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral

cancellation of the Agreement, by Village, if Consultant knowingly employs unauthorized aliens.

☐ Please Confirm

**Response required*

18. Lobbying*

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

- A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Village officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Village officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

☐ Please Confirm

**Response required*

19. Non-Collusion*

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Contractor/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

☐ Please Confirm

**Response required*

20. Prohibited Interests*

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

☐ Please Confirm

**Response required*

21. Public Entity Crime*

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☐ Please Confirm

**Response required*

22. Scrutinized Companies*

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Village in the event there is any misrepresentation or false certification on the part of Respondent.

☐ Please Confirm

**Response required*

23. Cone of Silence Certification*

Affiant certifies and that Affiant has read and understands the Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

☐ Please Confirm

**Response required*

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for Miami Shores Village that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these Miami Shores Village Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify Miami Shores Village immediately if any of the statements attested hereto are no longer valid.

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

(Notary Seal)

Notary Public for the State of _____

My commission expires: _ _____

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts
stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

Miami Shores Village Supplier Response Form

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal Business Name: _____

2. Doing Business as / Fictitious Name: (if applicable): _____

3. Federal Employer I.D. No. (FEIN): _____

4. Website address: (if applicable): _____

5. Principal place of business address: _____

6. Office location responsible for this project: _____

Telephone No.: _____

7. Type of business (*check appropriate box*):

☐ Corporation (specify the State of Incorporation): _____

☐ Sole Proprietor

☐ Limited Liability Company (LLC)

☐ Limited Partnership

☐ General Partnership (State and County filled in) _____

☐ Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

d) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the Village. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

d) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☐ No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

☐ Yes ☐ No

13. Specify the type of services or commodities your firm offers: _____

14. How many years has your firm been in business while providing the services and/or products offered within this solicitation? _____ years.
15. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- ☐ Yes ☐ No
16. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Miami Shores Village recorded as the original purchase?
- ☐ Yes ☐ No ☐ N/A (if service)
17. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? *If yes, specify details in an attached written response.*
- ☐ Yes ☐ No
18. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*
- ☐ Yes ☐ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*
- ☐ Yes ☐ No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*
- ☐ Yes ☐ No
22. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- ☐ Yes ☐ No ☐ N/A
23. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Miami Shores Village officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Miami Shores Village officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment (*check one*).

☐ Vendor certifies that this offer is made independently and free from collusion;

or

- ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Vendor must include a list of name(s), and relationship(s) with its submittal.*

24. Participation in Solicitation Development (*check one*):

- ☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Miami Shores Village.
- ☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Miami Shores Village.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

Question 25 – 30 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations.

25. What similar on-going contracts is your firm currently working on? If additional space is required, provide on a separate sheet.

26. Has your firm completely inspected the project site(s) prior to submitting response?

☐ Yes ☐ No

27. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☐ No

28. What equipment does your firm own that is available for this contract? *please specify details in an attached written response.*

29. Will your firm use subcontractor's to performance services in accordance with the contract? If yes, specify detail in an attached written response.

☐ Yes ☐ No

30. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed services.

REFERENCE: #1

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

REFERENCE: #2

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

REFERENCE: #3

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year): _____ Contract Amount: _____



AGREEMENT No. 2025-11-01

**BISCAYNE BOULEVARD MEDIAN LANDSCAPE BEAUTIFICATION
BETWEEN
MIAMI SHORES VILLAGE
AND
CONTRACTOR NAME**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and between **Contractor**, a corporation organized and existing under the laws of the State of Florida, having its principal office at LOCATION (hereinafter referred to as the ("CONTRACTOR ")), and **MIAMI SHORES VILLAGE**, a political subdivision of the State of Florida, having its principal office at 10050 N.E. 2ND Avenue, Miami Shores, FL 33138 (hereinafter referred to as the "VILLAGE").

RECITALS

WHEREAS, the VILLAGE desires to retain a CONTRACTOR for Biscayne Blvd. median Landscape Beautification. All specific duties are listed within the Scope of Work hereto attached by reference; and

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the Invitation to Bid "*(ITB) No. 2025-11-01 Biscayne Boulevard Median Landscape Beautification*", which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

WHEREAS, the CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive solicitation process conducted in accordance with the requirements of Florida law, the VILLAGE has determined that it to be in the best interest of the VILLAGE to award an Agreement to the Contractor for the rendering of those services described in the scope of services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the VILLAGE and the CONTRACTOR are attached hereto, made a part hereof consists of the following:

- A. This Agreement.
- B. ITB 2025-11-01 hereto as Exhibit “A”, including Addendums.
- C. CONTRACTOR Bid Response hereto as Exhibit “B”.

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement – This written agreement between the VILLAGE and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.

1.2 Application for Payment – The form accepted by the VILLAGE which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the VILLAGE to verify in every detail conformance with plans and specifications.

1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.

1.5 Bid Documents – This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.

1.6 Certificate of Substantial Completion - Certificate provided by the VILLAGE certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the VILLAGE.

1.7 Change Order - A change order is defined as a written order to a contractor approved by the VILLAGE, authorizing a revision of an underlying agreement between the VILLAGE and

a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.

1.8 VILLAGE –MIAMI SHORES VILLAGE, Miami Shores, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the VILLAGE unless otherwise specified.

1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the VILLAGE's Invitation to Bid, Schedule of Completion and Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any documents that are required to be submitted under the Agreement.

Permits on file with the VILLAGE and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the VILLAGE for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

1.10 Contract Price – The monies payable to the Contractor by the VILLAGE under the Contract Documents and in accordance with the line-item unit prices listed in the Bid.

1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

1.12 Contractor – The person, firm, company, or corporation with whom the VILLAGE has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.

1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.

1.14 Defective – An adjective which when modifying the word "Work" refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager's recommendation of final payment.

1.15 Effective Date of the Agreement – The date specified in the Notice to Proceed given by

the VILLAGE to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the VILLAGE Commission or if VILLAGE Commission approval is not required it is the date on which the Agreement is fully executed by the VILLAGE.

1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the VILLAGE.

1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

1.20 Holidays - Those designated non-workdays as established by the Miami Shores Village Commission.

1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.

1.22 Notice of Award - The written notice by VILLAGE to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the VILLAGE will sign and deliver this Agreement.

1.23 Notice to Proceed – A written notice given by the VILLAGE to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.

1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the VILLAGE and are referred to in the Contract Documents.

1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

1.26 Project – The total construction of the Work to be provided as defined in the Contract Documents.

1.27 Project Manager - The employee of the VILLAGE, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.

1.28 Punch List - The VILLAGE's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the VILLAGE.

1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.

1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the ENGINEER of Record, or a Professional Land Surveyor licensed in the State of Florida.

1.31 Substantially Completed Date – A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.

1.32 Work – The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

ARTICLE 2 – SCOPE OF WORK

2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows: “2025-11-01 Biscayne Landscape Beautification.”

2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves the installation of an irrigation system and plants. Within ten (10) days of the execution of this Agreement, the Contractor shall submit a

Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

3.1 The Project Manager is hereby designated by the VILLAGE as Jorege Loor, Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the VILLAGE and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.3 Notice of Award and Notice to Proceed.
- 4.4 General Conditions as amended by the Special Conditions.
- 4.5 Bid Form and supplement Affidavits and Agreements.
- 4.6 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.7 Invitation to Bid No.2025-11-01 Instructions to Bidders and Bid Bond.
- 4.8 Contractor's Response to Bid No.2025-11-01
- 4.9 Schedule of Completion and Schedule of Values.
- 4.10 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.11 Any Additional documents that are required to be submitted under the Agreement.
- 4.12 Permits on file with the VILLAGE and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the VILLAGE for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. Specific direction from the VILLAGE Manager (or designee)
- B. This Agreement dated, and any attachments.
- C. Invitation to Bid No.2025-11-01 and the specifications prepared by the VILLAGE.
- D. Contractor's response to the VILLAGE's Invitation to Bid 2025-11-01 dated August 27, 2025.
- E. Schedule of Values.
- F. Schedule of Completion.

4.13 If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the VILLAGE.

4.14 It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the VILLAGE, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 CONTRACT TIME

5.1 The Work shall be Substantially completed within ten (10) calendar days after the date when the receipt of all permits for the completion following notice to proceed, including normal weather delays. The total construction duration for the Roadway Beautification Project is 210

calendar days, consisting of 180 days for Substantial Completion and an additional 30 days for Final Completion.

5.1 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.2 The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays or hindrances. CONTRACTOR may only be compensated for the extension of time as the VILLAGE AND F.D.E.P. may decide. However, such extension shall not operate as a waiver of any other rights of the VILLAGE.

ARTICLE 6. CONTRACT PRICE

6.1 VILLAGE shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.

6.2 The parties expressly agree that the Contract Price which shall not exceed the amount of one hundred fifty-six thousand seven hundred sixty-two dollars and 87/100(\$156,762.87) constitutes the total maximum compensation payable to the Contractor for performing the Work, plus any Work done pursuant to a Change Order. Contract Price is in accordance with the line-item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.

6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties responsibilities and obligations assigned to or undertaken by Contractor shall be at the Contractor's expense without change in the Contract price.

ARTICLE 7 PAYMENT PROCEDURES

7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by VILLAGE as provided in the General Conditions.

7.2 Progress Payments. VILLAGE shall make progress payments based on work completed and on account of the Contract Price on the basis on the Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.

7.4 Final Payment. Upon final completion of the Work in accordance with the General

Conditions, as may be supplemented, the VILLAGE shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as built), specifications, addenda, modifications and shop drawings. Including all manufacturers' instruction and parts manuals are delivered to and accepted by the VILLAGE.

7.5 The VILLAGE shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

In order to induce the VILLAGE to enter into this Agreement, Contractor makes the following representations upon which the VILLAGE has relied:

8.1 Contractor is qualified in the field of irrigation and landscape plantings and in particular to perform the Work and services set forth in this Agreement.

8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on VILLAGE provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.

8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations,

_____ CONTRACTOR

investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given VILLAGE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by VILLAGE is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the VILLAGE, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract.

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

8.9.1 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the VILLAGE reserves the right to approve all suppliers and materials.

8.10 Work Hours Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:00 a.m. and 5:00 p.m., Monday through Friday. Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.11 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.12 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising any work knowing from; however, it shall not be the primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

8.13 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of Miami-Dade County, and State of Florida.

8.14 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

8.14.1 The Contractor shall conduct his work in such a manner as to avoid damage to public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the VILLAGE.

8.14.2 The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the VILLAGE all vegetation not protected or preserved as required herein that may be destroyed or damaged.

8.14.3 During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and

shall leave the site clean and ready for occupancy by the VILLAGE. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the VILLAGE.

8.15 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.15.1 Flow of material and equipment from suppliers.

8.15.2 The interrelated work with affected utility companies.

8.15.3 The interrelated work with the VILLAGE where tie-ins to existing facilities are required.

8.15.4 The effort of independent testing agencies.

8.15.5 Notice to affected property owners as may be directed by the Project Manager.

8.16 Project Record Documents and As-Built (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager.

The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type of drawing.

8.17 Safety and Protection:

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

8.17.2 All employees working on the project and other persons who may be affected thereby.

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

8.17.4 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for

removal, relocation or replacement in the course of construction.

8.17.5 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the VILLAGE.

8.18 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the VILLAGE is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.19 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the VILLAGE. Title to the Work shall pass to the VILLAGE upon acceptance of the Work by the VILLAGE.

8.20 Environmental: The Contractor has fully inspected the Premises and agrees, except as to presence of any asbestos, to accept the Premises in an "as-is" physical condition without the representation or warranty by the VILLAGE of any kind, including, without limitation, any environmental claims of obligations that may arise from the presence of any "contamination" existing about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the VILLAGE, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

8.20.1. The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the VILLAGE. At such time, a VILLAGE approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

8.20.2 The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi- governmental authority or any insurance company or board of fire underwriters or like or similar entities

regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

8203 For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the VILLAGE and its respective employees, agents officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitations and attorney's fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

8204 The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (I) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

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8.21 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the VILLAGE, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the VILLAGE and the Contractor.

8.22 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the VILLAGE to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the VILLAGE.

8.22.1. Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by VILLAGE as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, VILLAGE shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means VILLAGE chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorneys' fees, litigation costs, fees and expenses and all court costs and assessments.

8.23 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the VILLAGE a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and, in the VILLAGE, before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness

plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 20 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.24 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For these purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

8.24.1 Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

8.24.2 No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

8.24.3 The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

8.25 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the VILLAGE from all such claims and fees and from any and all suits and action of every name and description that may be brought against VILLAGE on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said VILLAGE for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

ARTICLE 9.0 – VILLAGES'S RESPONSIBILITIES

9.1 The VILLAGE shall furnish the data required of the VILLAGE under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.

9.2 The VILLAGE's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.

9.3 Technical Clarifications and Interpretations:

931 The VILLAGE shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the VILLAGE shall not entertain any excuse for failure to execute the Work in a satisfactory manner.

932 The VILLAGE shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the VILLAGE on any claim or dispute will be final and binding.

9.4 The Contractor shall perform all Work to the reasonable satisfaction of the VILLAGE in accordance with the Contract Documents. In cases of disagreement or ambiguity, the VILLAGE shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the VILLAGE's decisions on all claims, questions and determination are final.

ARTICLE 10.0 SUBLET AND ASSIGNING OF CONTRACTS

10.1 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the VILLAGE any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.

ARTICLE 11.0 - LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC, WAGE RATES, E-VERIFY, TITLE VI, AND DBE)

11.1 The CONTRACTOR must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States. As required by the Act, each contractor or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- A. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

11.2.1 Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR must comply with the Employment Eligibility verification Program ("E-Verify Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated hereinby reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register. information on registration for and use of the E-Verify Program can be obtained via the internet at the Department Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors newly hired employees;

- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractors does not employ, consult with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes.

Maintain copies of all subcontractors affidavit for the duration of this Agreement and provide the same to the VILLAGE upon request;

Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes.

Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

11.3 EQUAL EMPLOYMENT During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

11.4 CONTRACT ASSURANCE The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Failure of the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the VILLAGE deems appropriate. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *ester*).

ARTICLE 12.BONDS AND INSURANCE

_____ CONTRACTOR

12.1 Public Construction and Other Bonds:

- 12.1.1 Performance and Payment Bond: The Contractor shall execute and record in the public records of Miami-Dade County, Florida a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety ("Bond") in accordance with Section 255.05, Florida Statutes as may be amended or revised, as security for faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of the VILLAGE in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the VILLAGE, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

- 12.1.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (I) and (ii) of Paragraph 13.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the VILLAGE.

- 12.2 Insurance. During the performance of the services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to VILLAGE.. All policies shall be written by an insurance company authorized to do business in Florida. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

- A. Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the MIAMI SHORES VILLAGE, executed by the insurance company.
- B. Comprehensive General Liability: The CONTRACTOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent CONTRACTORS, Products- Completed Operations and

Contractual Liability with specific reference to Article 10, “Indemnification” of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the VILLAGE as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the VILLAGE.

- a. Business Automobile Liability: The CONTRACTOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- b. Professional Liability (Errors and Omissions) Insurance: The CONTRACTOR shall procure and maintain for the life of this Agreement in the minimum amount of \$1,000,000 per occurrence.
- c. Umbrella/Excess Liability Insurance: in the amount of \$1,000,000.00 as determined appropriate by the VILLAGE depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability and Employer’s Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

123 CONTRACTOR shall provide the VILLAGE with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

The VILLAGE shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the VILLAGE, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the VILLAGE.

The VILLAGE reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The VILLAGE reserves the right to review, modify, reject, or accept any required

policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12.4 Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

12.5 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the VILLAGE at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the VILLAGE shall:

1. Suspend the Agreement until such time as the new or renewed certificates are received by the VILLAGE.
2. The VILLAGE may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

ARTICLE 13 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.9 Warranty: The Contractor warrants and guarantees to the VILLAGE that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

- 13.1 Warranty of Title: The Contractor warrants to the VILLAGE that it possesses good, clear and marketable title to all equipment and materials provided and that there is no pending liens, claims or encumbrances against the equipment and materials.
- 13.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- 13.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

13.9 Tests and Inspections: The Contractor shall give the Project Manager timely (minimum of thirty- six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.

- 13.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation of the Work.
- 13.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the VILLAGE or by a professional testing firm designated by the VILLAGE. The VILLAGE will pay for sampling and testing if the test results are passing. The Contractor will reimburse the VILLAGE for sampling, testing, and retesting costs associated with failing tests.
- 13.3 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with Contract Documents.
- 13.9 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.
- 13.9 If the Project Manager considers it necessary or advisable that Work covered in accordance with Article 16 be observed by the VILLAGE or inspected or tested by others, the Contractor at the VILLAGE'S request shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 16.
- 13.9 VILLAGE May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the VILLAGE may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the VILLAGE to stop the Work shall not give rise to any duty on the part of the VILLAGE to exercise this right for the benefit of the Contractor or any other party.

The VILLAGE will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

13.9 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the VILLAGE and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the remove it from the site and replace it with non-defective Work.

13.9 Two Year Correction Period After Final Payment: If within two (2) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the to the VILLAGE and in accordance with VILLAGE's written instructions either correct such defective Work, or, if it has been rejected by the VILLAGE, remove it from the site and replace it with non-defective Work.

13.7.1 The warranty for any work repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement. This warranty shall not apply to normal wear and tear or damage by acts beyond.

13.8 Manufacturer's Warranty CONTRACTOR shall provide a one year warranty on all materials and labor on the irrigation system. The CONSULTANT shall ensure that all manufacturer warranties are issued in the name of the Village.

13.8.1 Warranty Transfer. The ownership of the twenty (20) year warranty may be transferred without issue. Should it become necessary to change ownership information after the warranty is issued, an Owner's Services Representative will assist the Village with the process and ensure all documents are properly finalized. The Owner's Services Representative's contact information will be provided at the time the warranty is issued.

13.9 If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the VILLAGE may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

13.10 Acceptance off Defective Work, Deductions, If instead of requiring corrections or removal and replacement of defective work the VILLAGE, at the VILLAGE'S sole option, prefers to accept it, the VILLAGE may do so, In such case, if acceptance occurs prior the Project Manger's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the VILLAGE.

13.11 VILLAGE May Correct Defective Work: If the Contractor fails within a reasonable time

after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the VILLAGE may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the VILLAGE shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the VILLAGE may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and material stored at the site or elsewhere. The Contractor shall allow the VILLAGE's representative agents and employees such access to the site as may be necessary to enable the VILLAGE to exercise its rights under this paragraph. All direct and indirect costs of the VILLAGE in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the VILLAGE of the right hereunder.

ARTICLE 14 INDEMNIFICATION

14.1 **Disclaimer of Liability:** The VILLAGE shall not at any time, be liable for injury or damage to any person or property from any cause, whatsoever, arising out of the Contractor's construction and occurring fulfillment of this agreement.

14.2 **Indemnification:** For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

14.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the VILLAGE, its representatives, employees and elected and appointed officials and the State of Florida Department of Environmental Protection from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, CONTRACTORS and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (I) The violation of any federal, state, county or VILLAGE laws, ordinances or regulations by Contractor, its subcontractors,

agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 14.2.2 Contractor agrees to indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against VILLAGE, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 14.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals,
- 14.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanics or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the VILLAGE to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the VILLAGE.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by VILLAGE as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, VILLAGE shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means VILLAGE chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the VILLAGE.

- 14.2.5 The Contractor and the VILLAGE agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 15. DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

15.1 During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed. Upon written notification, the ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The ENGINEER will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

15.2 No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

15.3 No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

ARTICLE 16. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER.

16.1 If the performance of all or any portion of the work is suspended or delayed by the ENGINEER in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the ENGINEER in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

16.2 Upon receipt, the ENGINEER will evaluate the contractor's request. If the ENGINEER agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the ENGINEER will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the ENGINEER's determination whether or not an adjustment of the contract is warranted.

16.3 No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

16.4 No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

ARTICLE 17. SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK.

17.1 The ENGINEER reserves the right to make, in writing, at any time during the work, such

changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

17.2 If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the ENGINEER may determine to be fair and equitable.

17.3 If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

17.4 The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 18 CHANGE OF CONTRACT PRICE

18.1 Cost of the Work: Change of Contract Price, approved by VILLAGE, shall be computed as follows incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the VILLAGE, these costs shall be in amounts no higher than those prevailing in the VILLAGE and shall include only the following items:

18.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the VILLAGE and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

18.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus

materials and equipment shall accrue to the VILLAGE, and the Contractor shall make provisions so that they may be obtained.

18.1.3 Supplemental costs including the following:

- 18.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 18.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the VILLAGE, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work. Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 18.1.3.3 Royalty payments and fees for permits and licenses.
- 18.1.3.4 The cost of utilities, fuel and sanitary facilities at the Worksite.
- 18.1.3.5 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 18.1.3.6 Cost of premiums for additional bonds and insurance required because of changes in the Work.

18.2 The Contract Price may only be increased by a Change Order when Work is modified and approved by the VILLAGE in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.

18.3 Not Included in the Cost of the Work: The term “cost of the Work” shall not include any of the following:

- 18.3.1 Payroll costs and other compensation of the Contractor’s officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor’s principal or branch office for

general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 19.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

18.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

18.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

18.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same. Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 19.1.

18.4 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the VILLAGE an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

18.4.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

18.4.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

18.5 Time for the VILLAGE to Approve Extra Work: Extra Work exceeding the specific project must be approved by the VILLAGE Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the VILLAGE Manager and VILLAGE Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined under Article 19 will be allowed.

ARTICLE 19 CHANGE OF THE CONTRACT TIMES

19.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

19.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided. Such delays shall include but not be limited to, acts or neglect by the VILLAGE, Orto fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

19.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 24 shall not exclude recovery for damages for delay by the Contractor.

19.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the VILLAGE's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

ARTICLE 20 LIQUIDATED DAMAGES

20.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the VILLAGE the sum of five hundred (\$500.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

20.2 Should an act of God or the acts or omissions of the VILLAGE, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the VILLAGE as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.

20.3 The VILLAGE shall have the right to deduct from or retain any compensation which may be due, or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the VILLAGE is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the VILLAGE, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the VILLAGE's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

20.4 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding

the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the VILLAGE, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the VILLAGE and the Contractor.

ARTICLE 21. SUSPENSION OF WORK AND TERMINATION

21.1 VILLAGE May Suspend Work: The VILLAGE may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 18 and 20.

21.2 VILLAGE May Terminate Work: The VILLAGE retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the VILLAGE may also terminate this Agreement upon 15 notice upon the occurrence of any one or more of the following events:

- 21.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 21.2.2 If the Contractor makes a general assignment for the benefit of creditors.
- 21.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 21.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- 21.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 21.2.6 If the Contractor repeatedly disregards proper safety procedures.
- 21.2.7 If the Contractor disregards any local, state or federal laws or regulations.

_____ CONTRACTOR

21.2.8 If the Contactor otherwise violates any provisions of this Agreement.

21.2.9 Loss of Funding: The Agreement shall remain in full force and effect only as long grant funding provided for in the Agreement has been appropriated by VILLAGE Council in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack offending.

21.3 If the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the VILLAGE may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contactor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the VILLAGE for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the VILLAGE has paid the Contractor but which are stored elsewhere. And Further, the Contractor may be excluded from the Work site and the VILLAGE take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the VILLAGE for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the VILLAGE has paid the Contractor but which are stored elsewhere, and finish the Work as the VILLAGE may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

21.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the VILLAGE and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Clause as set forth in Section 25.5below.

21.3.2 Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to VILLAGE all data, drawings, specifications reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

21.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

21.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

21.4.1.1 In the event the Contactor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the VILLAGE. The Contractor further agrees that in the event of this default, the VILLAGE shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C.

362. The VILLAGE shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contactor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contactor acknowledges that such waiver is done knowingly and voluntarily.

21.4.1.2 Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the VILLAGE expressly consents in writing to the assumption. In the event the VILLAGE consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the VILLAGE, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to U.S.C. 365(b) (1).

21.5 Termination for Convenience: This Contract may be terminated for convenience in writing by VILLAGE upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination. In addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

21.6 Where the Contractor's service has been so terminated by the VILLAGE, the termination shall not affect any rights of the VILLAGE against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the VILLAGE will not release the Contractor from liability.

21.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful Withholding of any payments due the Contractor from the VILLAGE.

ARTICLE 22. DISPUTE RESOLUTION

22.1 Resolution of Disputes Questions, claims, difficulties, and disputes of any nature that may arise concerning the technical interpretation of the Contract Documents and the fulfillment of this Agreement, including the character, quality, amount, and value of any work performed or materials furnished, shall be addressed as follows when not resolved by mutual agreement between the Project Manager and the Contractor:

22.1.1 Project Manager Review - In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, either party shall submit written notice of the dispute to the other party and to the Village's Project Manager. Upon receipt, the

Project Manager shall review the matter and may request supporting documentation or a meeting with the Contractor to seek good-faith resolution. A written determination shall be issued by the Project Manager within fifteen (15) business days of receipt of the dispute or of the conclusion of any requested meeting, whichever is later.

- 22.1.2 Negotiation Between Parties - If the Project Manager's determination does not resolve the dispute to the satisfaction of either party, the Village Manager or designee and an authorized representative of the Contractor shall meet within ten (10) business days to attempt to resolve the dispute through informal negotiations.
- 22.1.3 Mediation - If the parties are unable to resolve the dispute through negotiation, either party may request that the matter be submitted to non-binding mediation. Mediation shall be conducted in Miami-Dade County, Florida, by a mediator mutually agreed upon by the parties. Each party shall bear its own costs and share equally in the mediator's fees.
- 22.1.4 Venue and Governing Law - If the dispute cannot be resolved through the procedures outlined above, either party may pursue legal remedies. Venue for any litigation arising out of this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 22.1.5 Performance During Dispute - Pending final resolution of any dispute, the Contractor shall continue diligent performance of the Work in accordance with the instructions of the Project Manager. The Village shall continue to make payments as required under the Agreement for all work not in dispute.
- 22.1.6 Administrative Disputes - All non-technical administrative disputes (including billing and payment issues) shall be determined by the Project Manager.
- 22.1.7 Good Faith and Mitigation of Damages - During the pendency and after resolution of any dispute, the Contractor and the Project Manager shall act in good faith to mitigate any potential damages. This includes the use of construction schedule adjustments and alternate means of construction. The Contractor shall not suspend or delay Work during the dispute resolution process except in the event of termination expressly permitted under this Agreement.
- 22.1.8 Final Mediation Requirement - For any unresolved disputes, within sixty (60) calendar days following Final Completion of the Work, the parties shall participate in mediation to attempt resolution of all remaining issues. A mutually acceptable mediator shall be selected. If mediation fails to resolve any outstanding objections, the parties retain all legal rights and remedies. Any party that fails to comply strictly with the procedures outlined in this Article shall waive its rights under this clause, including any rights or remedies available under applicable law.

ARTICLES 23 - NOTICES

23.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

TO THE VILLAGE:

Esmond Scott, Village Manager
10050 N.E. 2nd Avenue
Miami Shores, FL 33138
Tele: (305) 762-4851
Email: ScottE@msvfl.gov

With Copy to:

Office of the Village Attorney
Miami Shores Village Hall
10050 N.E. 2nd Avenue Miami Shores, FL 33138
Email: VillageAttorney@msvfl.gov

Miami Shores Village Public Works
10050 N.E. 2nd Avenue
Miami Shores, FL 33138
Tele: (305) 795-2210
Email: PetersD@msvfl.gov

CONTRACTOR:

ARTICLE 24 LIMITATION OF LIABILITY

241 The VILLAGE desires to enter into this Agreement only if in so doing the VILLAGE can place a limit on the VILLAGE's liability for any cause of action arising out of this Agreement, so that the VILLAGE's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the VILLAGE to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the VILLAGE to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the VILLAGE's liability as set forth in Section 768.28, Florida Statutes, or to extend the VILLAGE's liability beyond the limits established in said Section 768.28; and no claim or award against the VILLAGE shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

242 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the VILLAGE, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the VILLAGE and the Contractor.

ARTICLE 25. RECORDS.

25.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the VILLAGE or its authorized representative at mutually convenient times. With respect to all matters covered by this Agreement, records will be made available for Examination, audit, inspection, or copying purposes at any time during normal business hours at location within Miami Dade County, Florida as often as the VILLAGE, Representatives of the Inspector General of the United States or other federal agency may reasonably require. CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

25.2 The VILLAGE'S right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for five (5) years from final payment and the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

25.3 Authorized representatives of the Village, FDOT and the Inspector General shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

ARTICLE 26. GOVERNING LAW

26.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in

connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Miami-Dade County, Florida. By entering into this Contract, Contractor and VILLAGE hereby expressly waive any rights either party may have to a trial by jury, or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.

ARTICLE 27. COMPLIANCE WITH LAWS

- A. The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances of Miami Shores Village as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.
- B. If the PROJECT involves E.P.A. Grant eligible work, the VILLAGE and the CONTRACTOR agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.
- C. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the VILLAGE and the CONTRACTOR shall review and approve the applicable required provisions, or any other supplemental provisions as may be included in the Agreement.
- D. Any documents provided by CONTRACTOR to the VILLAGE are public records and the VILLAGE may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

ARTICLE 28 MISCELLANEOUS

281 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the VILLAGE, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

282 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the VILLAGE with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

283 The VILLAGE reserves the right to audit the records of the Contractor relating in any way

_____ CONTRACTOR

to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the VILLAGE. If required by the VILLAGE, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the VILLAGE. The Contractor shall allow the VILLAGE to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.

284 The remedies expressly provided in this Agreement to the VILLAGE shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the VILLAGE now or later existing at law or inequity.

285 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

286 Prohibition Against Contracting With Scrutinized Companies: Subject to *Ode Brecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Ode Brecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The VILLAGE may terminate this Agreement at the VILLAGE's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

ARTICLE 29. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

29.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this agreement for five (5) years following final payment. CONTRACTOR shall 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 Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.
- B. Upon request from the VILLAGE's custodian of public records, CONTRACTOR shall provide the VILLAGE 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 by Chapter 119, Florida Statutes, or as otherwise provided bylaw.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE. Notwithstanding, it is understood that at all times work papers shall remain the sole property of CONTRACTOR and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any or all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the VILLAGE's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: 305-762-4870, E-MAIL: YRODRIGEZ@MSVFL.GOV, AND MAILING ADDRESS: MIAMI SHORES VILLAGE 10050 NE 2ND AVE, MIAMI SHORES, FL 33138.

ARTICLE 30. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury,

attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

ARTICLE 31. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

ARTICLE 32. ORDER OF PRECEDENCE

In the event there is a conflict between this agreement, the ITB, CONTRACTOR'S response, or scope of the work, the order of precedence shall be this agreement, the ITB, and the CONTRACTOR'S RESPONSE. The VILLAGE expressly rejects are additional terms or conditions not consistent with the terms herein.

SIGNATURE PAGE TO FOLLOW

EXHIBIT “A”

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
L-000	COVER SHEET
L-001	GENERAL NOTES
L-002	GENERAL NOTES
L-100	TREE DISPOSITION PLAN
L-101	TREE DISPOSITION PLAN
L-102	TREE DISPOSITION PLAN
L-103	TREE DISPOSITION PLAN
L-104	TREE DISPOSITION PLAN
L-200	LANDSCAPE PLAN
L-201	LANDSCAPE PLAN
L-202	LANDSCAPE PLAN
L-203	LANDSCAPE PLAN
L-204	LANDSCAPE PLAN
L-250	LANDSCAPE NOTES
L-251	LANDSCAPE DETAILS
L-251	MAINTENANCE PLAN
L-300	IRRIGATION PLAN
L-301	IRRIGATION PLAN
L-302	IRRIGATION PLAN
L-303	IRRIGATION PLAN
L-350	IRRIGATION DETAILS
L-351	IRRIGATION NOTES
L-352	IRRIGATION NOTES

PROJECT TEAM

OWNER:
FRANK RUIZ
MIAMI SHORES VILLAGE
ASST. PUBLIC WORKS DIRECTOR
10050 NE 2ND AVENUE
MIAMI SHORES, FL 33138
(305) 795-2210
RUIZF@MSVFL.GOV

LANDSCAPE ARCHITECT:
KIMLEY-HORN
TOM HARGRETT, P.L.A. ASLA
8201 PETERS ROAD SUITE 2200
PLANTATION, FL 33324
(561) 840-0812
TOM.HARGRETT@KIMLEY-HORN.COM

MIAMI SHORES VILLAGE OFFICIALS

MAYOR: GEORGE BURCH
VICE MAYOR: JESSE VALINSKY
COUNCILMAN: JEROME CHARLES
COUNCILMAN: NEIL CANTOR
COUNCILWOMAN: SANDRA HARRIS



Kimley»Horn

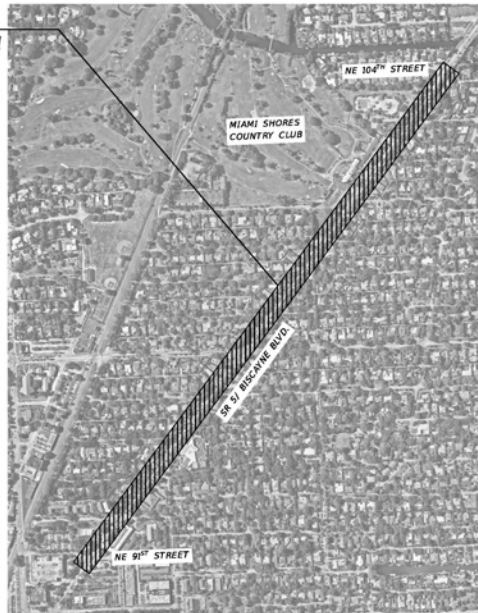
KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
PHONE: (561) 845-066

MIAMI SHORES VILLAGE, FL FDOT ERC REVIEW PLANS

STATE ROAD 5 / US 1
BISCAYNE BLVD
NE 91ST STREET
TO
NE 104TH STREET
BID SET

FM NUMBER (454228-1-74-01)

PROJECT LIMITS
BEGIN MP: 16.881
END MP: 17.889



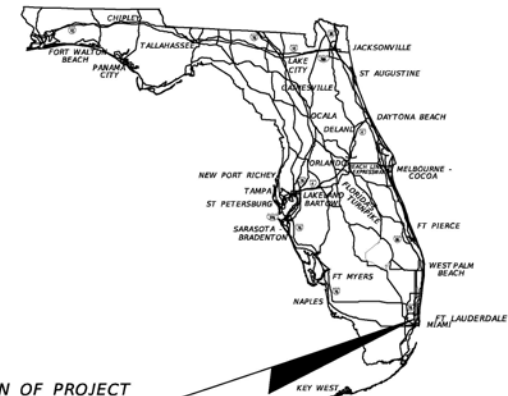
MP FROM/TO: 16.881 / 17.889
PROJECT LENGTH: 1.01
STATE ROAD: STATE ROAD 5/ US 1/ BISCAYNE BLVD

PLANS REFERENCE 2024 FDOT DESIGN MANUAL

DESIGN SPEED: 40 M.P.H.

FM NUMBER (454228-1-74-01)

LOCATION OF PROJECT



LANDSCAPE PLANS LANDSCAPE ARCHITECT OF RECORD:

THOMAS HARGRETT, P.L.A. NO.: 6667512
KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING LANDSCAPE ARCHITECT
8201 PETERS ROAD SUITE 2200
PLANTATION, FL 33324
(561) 840-0812

THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S BID SHALL
INCLUDE CONSIDERATION FOR ADDRESSING THIS
ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS
BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Know what's below.
Call before you dig.
BURDINE STATE ONE CALL OF FLORIDA, INC.

COVER SHEET

MIAMI SHORES
BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
MIAMI SHORES VILLAGE

SHEET NUMBER
L-000

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411
WWW.KIMLEY-HORN.COM
KIMLEY-HORN.COM

FLORIDA PROJECT
DATE: 03/06/2025
SCALE: AS SHOWN
DESIGNED BY: THOMAS C. HARGRETT
CHECKED BY: TIT
DATE: 03/06/2025

FLORIDA PROJECT
DATE: 03/06/2025
SCALE: AS SHOWN
DESIGNED BY: THOMAS C. HARGRETT
CHECKED BY: TIT
DATE: 03/06/2025

NO.	REVISIONS	DATE	BY
1	BID SET	04/08/25	TH
2	100% ERC SUBMITTAL	07/27/25	TH

GENERAL NOTES:

1. ALL WORK SHALL BE CONFINED TO SR 5/ BISCAINE BLVD. RIGHT OF WAY, AS SHOWN ON THE PLANS.
2. CONTRACTOR SHALL COORDINATE AND BE IN COMPLIANCE WITH ALL STATE AND LOCAL CODES AS WARRANTED.
3. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS, AND SPECIFICATIONS AND EXISTING SITE CONDITIONS OR ANY INCONSISTENCIES, OR AMBIGUITIES IN DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT, IN WRITING, WHO SHALL PROMPTLY ADDRESS SUCH INCONSISTENCIES OR AMBIGUITIES. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES SHALL BE PERFORMED AT THE CONTRACTOR'S RISK.
4. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER OR THE LANDSCAPE ARCHITECT MAY BE CAUSE FOR THE WORK TO BE DESIGNATED UNACCEPTABLE.
5. THE CONTRACTOR ACKNOWLEDGES & AGREES THAT THE WORK IS ENTIRELY AT THEIR RISK UNTIL SITE IS ACCEPTED, AND THEY WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER.
6. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND MARKS DURING THE CONSTRUCTION OF THE WORK, AND SHALL BEAR THE COST OF REPLACING SAME.
7. THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING AND PROTECTING ALL PUBLIC AND PRIVATE UTILITIES WHICH LIE IN OR ADJACENT TO THE CONSTRUCTION SITE AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY (CALL SUNSHINE DIALCALL - 811).
8. THE CONTRACTOR SHALL REPAIR, AT THEIR OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
9. ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUITIES.
10. ALL SURPLUS EXCAVATION SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST AND EXPENSE, FROM THE SITE TO AREAS AS DIRECTED BY THE VILLAGE OF MIAMI SHORES.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND/OR OBTAINING ALL REQUIRED PERMITS AND APPROVALS PRIOR TO COMMENCING CONSTRUCTION. FDOT LANDSCAPE PERMIT WILL BE PROVIDED BY THE VILLAGE OF MIAMI SHORES.
12. CONTRACTOR IS TO MAINTAIN CONTROLLED PEDESTRIAN AND ADA ACCESS THROUGHOUT ALL AREAS OF THE SITE THROUGHOUT CONSTRUCTION PERIOD PER STANDARD PLAN 102-660.
13. CONTRACTOR SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. DAILY, AND MORE OFTEN IF NECESSARY, INSPECT & AND PICK UP ALL SCRAP, DEBRIS, & WASTE MATERIAL.
14. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, GRAVEL, AND OTHER MATERIALS TRACKED ONTO ANY PRIVATE OR PUBLIC STREETS OR SIDEWALKS. THE CONTRACTOR MUST CLEAN THESE DAILY, IF NECESSARY. THE CONTRACTOR MUST USE WATER OR OTHER ACCEPTABLE METHODS TO KEEP AIRBORNE DUST TO A REQUIRED MINIMUM.
15. PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNHARMED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY OWNER.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING ELEMENTS THAT ARE TO REMAIN.
17. ANY CLOSURES IN THIS AREA MUST BE CLOSED COORDINATED WITH FDOT AREA INSPECTOR CORNELIUS WILLIAMS AS WELL AS CITY REPRESENTATIVES. IT IS RECOMMENDED FOR ALL PARTIES TO BE PRESENT DURING THE PRE-COMMENCEMENT MEETING.
18. REFER TO FDOT STANDARDS PLANS INDEX 102-6020

EXISTING UTILITY NOTES

1. THE UTILITY LOCATIONS SHOWN ON PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND INFORMATION CURRENTLY AVAILABLE FROM PARTICIPATING SUNSHINE 811 UTILITY COMPANIES. LOCATIONS SHOULD BE CONSIDERED APPROXIMATE ONLY. CONTRACTOR TO ENSURE PROPER PRECAUTIONS ARE TAKEN IN AREAS WHERE EXISTING UTILITIES MAY EXIST. UTILITY CONFLICTS WITH THE PROPOSED IMPROVEMENTS SHALL BE BRIDGED TO THE ATTENTION OF THE VILLAGE OF MIAMI SHORES. ROOT BARRIER SHALL BE PROVIDED AS REQUIRED.

MAINTENANCE OF TRAFFIC NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH MIAMI SHORES VILLAGE ORDINANCES AS PERTAINS TO MAINTENANCE OF TRAFFIC. THE CURRENT EDITIONS OF THE FLORIDA DOT STANDARD PLANS (102-600 SERIES), THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS MINIMUM CRITERIA.
2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED IN FDOT STANDARD PLAN 102-600 SERIES FOR MAINTENANCE OF TRAFFIC FOR THIS PROJECT.
3. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE COMPLETED IN ADVANCE OF CLOSURE OR DETOUR BY COORDINATING WITH THE CITY OF MIAMI SHORES PUBLIC WORKS DEPARTMENT, AND FDOT DISTRICT 6, PER THE CONDITIONS OF THE NOTES LISTED AT THE AIDOT.
4. THE CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF A DETOUR IN ACCORDANCE WITH SECTION 336.07 OF THE FLORIDA STATUTES.
5. AT THE DISCRETION OF THE CITY ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANES UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
6. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
7. RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 8:00 AM TO 3:30 PM (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIRED.
8. REGULATORY SPEED (25 MPH) ESTABLISHED WITHIN THE WORK ZONE TRAVEL WAYS SHALL BE AS ESTABLISHED BY STANDARD PLAN 102-600. REDUCED SPEED SIGNS SHALL BE INSTALLED ON SEPARATE POSTS FROM REGULATORY SPEED SIGNS IN ACCORDANCE WITH THE STANDARD INDEXES.
9. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY DURING ALL PHASES OF CONSTRUCTION. LOCAL RESIDENTS WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTY DURING ALL PHASES OF CONSTRUCTION. LOCAL RESIDENTS INCLUDE ALL COMMERCIAL ESTABLISHMENTS AND BUSINESSES.
10. SIGNS ARE TO BE LOCATED BEFORE EACH BUSINESS OR SHOPPING PLAZA ENTRANCE WHERE CONSTRUCTION NEGATIVELY IMPACTS THE ACCESS TO THE BUSINESS OR SHOPPING PLAZA OR AS DIRECTED BY THE ENGINEER. TWO SIGNS WILL TYPICALLY BE REQUIRED AT EACH ENTRANCE. SIGNS ARE TO BE DISPLAYED AS DESCRIBED IN STANDARD PLAN 102-600.
11. AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCLUDED IN THE MGT. BID ITEM.
12. CONTRACTOR SHALL REMOVE, RELOCATE, OR COVER ANY EXISTING OR PROPOSED SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY REMOVING, RELOCATING, COVERING, AND RESTORING THE SIGNS SHALL BE INCLUDED IN THE MGT. BID ITEM.
13. EACH EXISTING STREET NAME AND TRAFFIC SIGN AFFECTED BY CONSTRUCTION SHALL BE RELOCATED AND MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE SIGNS SHALL BE RESTORED IN THEIR ORIGINAL POSITION. COST OF TEMPORARILY RELOCATING AND RESTORING THE SIGNS SHALL BE INCLUDED IN THE MGT. BID ITEM.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST FOR REMOVING THE WATER SHALL BE INCLUDED IN THE BASE BID.
15. FOR DROP-OFF, THE CONTRACTOR'S ATTENTION IS DIRECTED TO FDOT STANDARD PLAN 102-612. THE CONTRACTOR SHALL USE SHOULDER TREATMENT DETAIL WHEN NO BARRIERS ARE REQUIRED IN THE PLANS.
20. TRAFFIC SHALL BE MAINTAINED ON A PAVED, DUST-FREE SURFACE AT ALL TIMES.
21. ALL LANES OPEN TO TRAFFIC SHALL BE A MINIMUM OF 10' IN WIDTH.
22. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAFFIC SHALL BE MAINTAINED AND GUIDED USING APPROVED WARNING LIGHTS, SIGNING, AND DELINEATION DEVICES ON AT LEAST ONE SIDE OF THE PROJECT AT ALL TIMES THROUGHOUT THE PROJECT LIMITS. THE TRAVEL PATH SHALL BE A MINIMUM OF 5 FT. WIDE WITH A SMOOTH SURFACE THAT IS NOT SLICK AND IT SHOULD BE RAMPED AS NECESSARY FOR CONTINUITY. REFER TO FDOT STANDARD PLAN 102-660. COST SHALL BE INCLUDED IN MGT. BID ITEM.
23. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE EROSION CONTROL MEASURES TO PREVENT CLOS OF PROPOSED DRAINAGE STRUCTURES AND SEDIMENT INTRUSION ON WATERWAYS DURING CONSTRUCTION. THESE MEASURES SHALL BE APPROVED BY THE CITY ENGINEER AND CONFORM WITH CURRENT EDITION OF THE FDOT STANDARD PLANS FOR EROSION CONTROL.
24. CONTRACTOR MUST MAINTAIN DRAINAGE AT ALL TIMES. THE EXISTING DRAINAGE SYSTEM SHALL BE KEPT OPERATIONAL OR TEMPORARY DRAINAGE PROVIDED WHILE THE PROPOSED DRAINAGE SYSTEM IS BEING CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY DRAINAGE AS APPROVED BY THE ENGINEER. ALL COSTS SHALL BE INCLUDED IN THE BASE BID.
25. THE CONTRACTOR SHALL FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AS DIRECTED BY THE CITY ENGINEER. MESSAGES FOR THE PCMS SHALL BE AS DIRECTED BY THE CITY ENGINEER. THE PCMS SHALL BE IN PLACE ONE WEEK BEFORE THE START OF ANY WORK ITEMS AFFECTING THE EXISTING VEHICULAR AND PEDESTRIAN TRAFFIC. PCMS INSTALLATION, OPERATION, AND REMOVAL TO BE INCLUDED IN THE BASE BID.
26. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING BUSINESSES AT LEAST 20 WORKING DAYS PRIOR TO COMMENCING ANY WORK ON THE ROAD IN THE VICINITY OF THE BUSINESS OR ANY ROAD THAT IS USED TO ACCESS THE BUSINESS.

FDOT LANDSCAPE PERMIT CONDITIONS:

1. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MIAMI SHORES TO OBTAIN A COPY OF THE FDOT LANDSCAPE PERMIT AND COMPLY WITH ITS CONDITIONS.
2. DURING CONSTRUCTION OF LANDSCAPE PROJECT, ALL SAFETY REGULATIONS OF THE DEPARTMENT SHALL BE OBSERVED AND THE HOLDER MUST TAKE MEASURES, INCLUDING PLACING AND DISPLAYING OF SAFETY DEVICES, THAT MAY BE NECESSARY IN ORDER TO SAFELY CONDUCT THE PROJECT THROUGHOUT THE PROJECT AREA IN ACCORDANCE WITH APPROVED PLANS AS REQUIRED IN RULE 14-40.00(3)(9)(F), FLORIDA ADMINISTRATIVE CODE.
3. CONTRACTOR SHALL CONTACT LOCAL MEDIA ONE WEEK PRIOR TO ANY LANE CLOSURES ON US 1 IF IT WILL OCCUR DURING PEAK HOURS OR OVER THE SPAN OF MORE THAN ONE DAY. CONTACT THE FDOT PUBLIC INFORMATION OFFICE AT (888)319-2362 FOR GUIDANCE ON WHO TO CONTACT. PROVIDE A COPY OF THE PRESS RELEASE TO FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC INFORMATION OFFICE (850)414-4590 FAX: 850-414-4085
4. ALL MATERIALS AND CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE 2003-24 FDOT DESIGN MANUAL AND STANDARD PLANS FOR ROAD CONSTRUCTION AND THE SUPPLEMENTS THERETO.
5. THE APPLICANT'S ENGINEER RESPONSIBLE FOR CONSTRUCTION INSPECTION SHALL INSURE THAT THE MAINTENANCE OF TRAFFIC PLAN (MOT) FOR THE PROJECT IS IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD PLAN 102-600 SERIES AND THESE DOCUMENTS: THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (US DEPARTMENT OF TRANSPORTATION, 1994).
6. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY OF THE STATE ROAD SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD PLAN 102-600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTOR'S EXPENSE.
7. IF THE PERMITTED WORK IS ON A ROADWAY THAT HAS BEEN SELECTED AS A HURRICANE OR DISASTER EVACUATION ROUTE, THE APPLICANT, AT THE PRE-CONSTRUCTION CONFERENCE IS REQUIRED TO PRESENT, AS A PART OF THE WORK PLAN, AN EMERGENCY FUNCTIONAL RESTORATION PLAN TO ADDRESS EVENTUALITIES SUCH AS HURRICANES.
8. THE CONTRACTOR MUST CALL THE APPROPRIATE COUNTY TRAFFIC ENGINEERING DIVISION, HAVING JURISDICTION OF THE PROJECT, AT LEAST 48 HOURS BEFORE ANY EXCAVATION WITHIN THE FDOT RIGHT-OF-WAY TO DETERMINE THE LOCATION OF THE EXISTING TRAFFIC SIGNAL INTERCONNECT CABLE.
9. BEFORE PERMIT APPROVAL AND CONSTRUCTION OF THIS PROJECT, THE APPLICANT MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE TO SCHEDULE A PRE-CONSTRUCTION MEETING. THE TELEPHONE NUMBER IS 305-640-7437.
10. THE APPLICANT, AT THE EARLIEST CONVENIENT TIME, SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
11. ALL NOT LANE CLOSURE SIGNS SHALL BE COVERED WHEN LANES ARE NOT CLOSED. NO LANES ARE TO BE CLOSED EXCEPT AT TIMES PRESCRIBED BY THE DEPARTMENT.
12. PLANTINGS SHALL BE INSTALLED PER THE LANDSCAPE NOTES, DETAILS AND SPECIFICATIONS AS IDENTIFIED ON SHEET L-250 AND L-251.
13. ANY DAMAGE TO SIDEWALK, RAMPS, AND CURB/GUTTER SHALL BE RESTORED PER FDOT 2003-24 STANDARD PLANS 520-001, 522-001, AND 522-002.
14. ANY ROOT OR CANOPY PRUNING PERFORMED SHALL BE PERFORMED PER FDOT STANDARD PLANS INDEX 110-100.
15. DUE TO THE PROXIMITY OF SITES WITH DOCUMENTED GROUNDWATER CONTAMINATION IMPACTS, COORDINATE ALL OFFSITE RATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DOWNGRADING ACTIVITIES THROUGH THE PROJECT ENGINEER TO ENSURE COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION & WATER MANAGEMENT DISTRICT.
16. CONTRACTOR MUST STOP CONSTRUCTION AND CONSULT THE CITY ENGINEER IF EVIDENCE OF CONTAMINATION IMPACTS ARE ENCOUNTERED DURING CONSTRUCTION. EVIDENCE OF CONTAMINATION MAY INCLUDE PETROLEUM OR CHEMICAL DROPS, STAINING, TANKS, OR OTHER INDICATIONS OF CONTAMINATION.
17. CONTRACTOR MUST COMPLY WITH THE FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE SPECIFICATIONS FOR THE ROAD AND BRIDGE CONSTRUCTION MANUAL DURING CONSTRUCTION. NOTIFY FDOT 30 DAYS IN ADVANCE OF USING AND OFFSITE STAGING AREA DURING CONSTRUCTION.

MIAMI SHORES
BEAUTIFICATION
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MIAMI SHORES VILLAGE
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PHONE: 561-845-0903 FAX: 561-843-8875
WWW.KIMLEY-HORN.COM REGISTRY NO. 33506

PROJECT NO. 044416154
DATE 03/05/2025
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY
DATE 03/06/2025

GENERAL NOTES

SHEET NUMBER
L-001

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTORS SHOULD INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

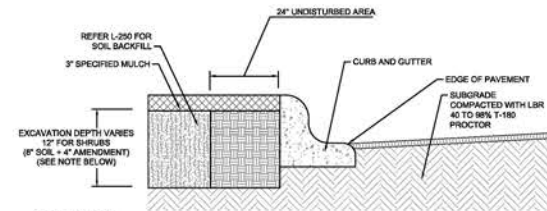
CALL 2 WORKING DAYS BEFORE YOU DIG
811
IT'S THE LAW! DIAL 811
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FDOT GENERAL NOTES

- ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FOOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST AND EXPENSE FROM THE SITE TO THE MIAMI-DADE OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
- PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH FDOT LATEST STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
- RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 9:00 AM TO 3:30 PM (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE.
- PERMITTEE WILL COORDINATE (I.E. PRE-CONSTRUCTION MEETINGS, INSPECTIONS, FINAL ACCEPTANCE OF WORK, ETC.) WITH FDOT MIAMI-DADE OPERATIONS CENTER PERMITTING DEPARTMENT COORDINATION WILL INCLUDE PRE-CONSTRUCTION CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
- ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (FDOT) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST VERSION OF FDOT STANDARD PLANS FOR ROADS AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENT'S CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (INDEXES, 102-600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF ANY TRAFFIC DEVICES AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-611, 102-612, 102-613, 102-614, 102-615, 102-616, AND 102-660.
- IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE FDOT PRIOR TO USAGE.
- GOVERNING STANDARD PLANS
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2025-26 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs) ARE AVAILABLE AT THE FOLLOWING WEBSITE:
[HTTPS://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](https://www.fdot.gov/design/standardplans)
- GOVERNING STANDARD SPECIFICATIONS
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2025-26 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
[HTTPS://WWW.FDOT.GOV/DESIGN/STANDARDPLANS/SPECIFICATIONS](https://www.fdot.gov/design/standardplans/specifications)
- ARCHITECTURAL PAPERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FOOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION SPS ONLINE REFERENCE:
[HTTPS://WWW.FDOT.GOV/DESIGN/STANDARDPLANS/SPECIFICATIONS/IMPLEMENTATION/2025-2026-2023.pdf](https://www.fdot.gov/design/standardplans/specifications/implementation/2025-2026-2023.pdf)

FDOT PLANTING NOTES

- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATION SMO. ONLINE REFERENCE:
[SSM00000000-22-117992.PDF\(WINDOWS.NET\)](https://www.fdot.gov/design/standardplans/specifications/implementation/2025-2026-2023.pdf)
- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY REFER TO SHEET L-250 AND L-251 FOR LANDSCAPE INSTALLATION.
- CYPRESS MULCH IS NOT PERMITTED ON FOOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.
- VERIFY THE EXISTING SOIL CONDITIONS FOR THE ROADSIDE PLANTING AREAS TO BE PLANTED PRIOR TO FINALIZING THE CONSTRUCTION DOCUMENTS. IF THE EXISTING SUB-GRADE IS COMPACTED ROAD BASE, SPECIFY REPLACING WITH PLANTING SOIL AS FOLLOWS:
 - CONTRACTOR SHALL PRESERVE A CONTINUOUS BAND OF UNDISTURBED COMPACTED SUB-BASE 24" FROM THE BACK OF CURB (SEE DETAIL BELOW).
 - THE CONTRACTOR SHALL INSURE THAT ALL UNSUITABLE SOIL INCLUDING CONCRETE, PAVEMENT, ROAD BASE, STORES OVER 1" DIAMETER AND ALL CONSTRUCTION DEBRIS, IS REMOVED FROM ROADSIDE PLANTING AREAS TO BE PLANTED AND REPLACED WITH SPECIFIED PLANTING SOIL, E.G. 80% SAND AND 20% MUCK.
 - AREAS TO BE PLANTED WITH SHRUBS AND/OR ORNAMENTALS: REMOVE COMPACTED SOIL TO A DEPTH OF 12" AND REPLACE WITH SPECIFIED PLANTING SOIL. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH AND 1" CLEAR FROM TOP OF CURB.



1. SOIL EXCAVATION

NOTE: EXCAVATION OF EXISTING PLANTING SOIL BACKFILL PER FDOT STANDARD PLAN INDEX SMO-001 (12" FOR SHRUBS) SHALL ONLY BE REQUIRED WHERE NECESSARY TO ACCOMMODATE THE REMOVAL OF EXISTING PLANTING AND IRRIGATION MATERIAL AND THE INSTALLATION OF NEW PLANTING AND/OR IRRIGATION MATERIAL. ADDITIONALLY, CONTRACTOR SHALL NOTIFY PROJECT LANDSCAPE ARCHITECT IF UNSUITABLE SOILS ARE PRESENT, AND EXCAVATION DEPTH IN THESE AREAS SHALL BE DETERMINED ON A CASE BY CASE BASIS. CONTRACTOR SHALL PRESERVE A CONTINUOUS BAND OF UNDISTURBED COMPACTED SUB-BASE 24" FROM THE BACK OF THE CURB.

GENERAL NOTES

MIAMI SHORES
BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
MIAMI SHORES VILLAGE FL

SHEET NUMBER
L-002

KOYA PROJECT
044448154
03/06/2025
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

LICENSED PROFESSIONAL
THOMAS C. HARRIS, P.E.
FL LICENSE NUMBER
#6667512
DATE: 03/06/2025

Kimley»Horn
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1920 MIAMI WAY, SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0003 FAX: 561-843-8775
WWW.KIMLEY-HORN.COM REGISTRY NO. 35706

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THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTORS SHOULD INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

NO.	REVISIONS	DATE	BY
1	100% R/C SUBMITTAL	01/27/25	TH
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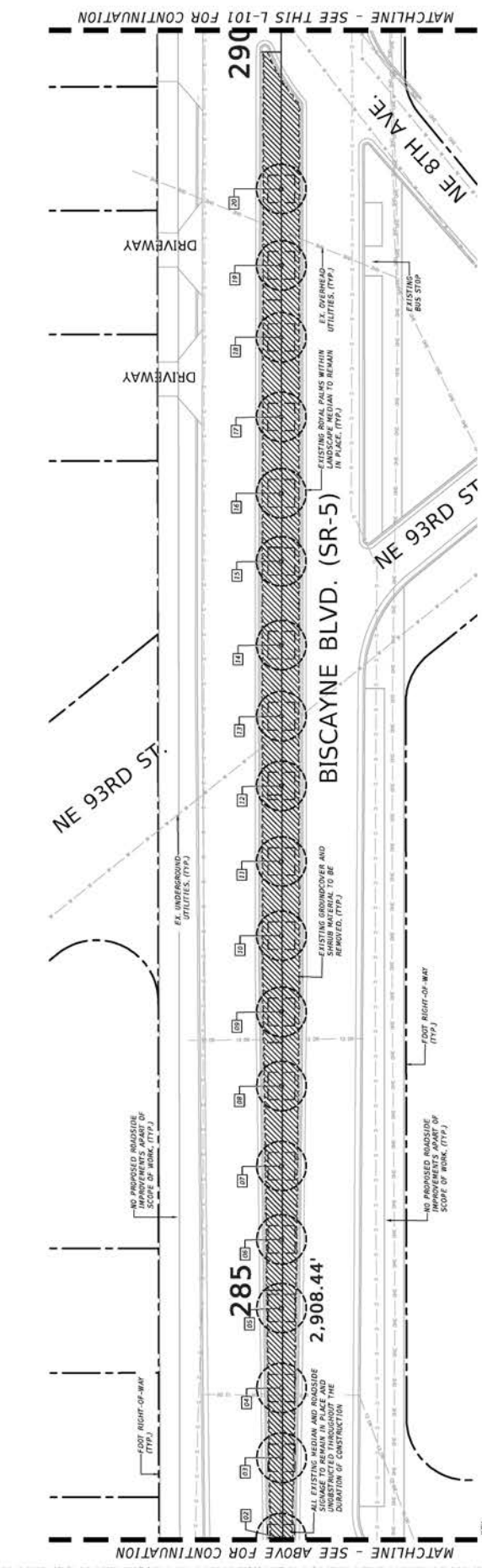
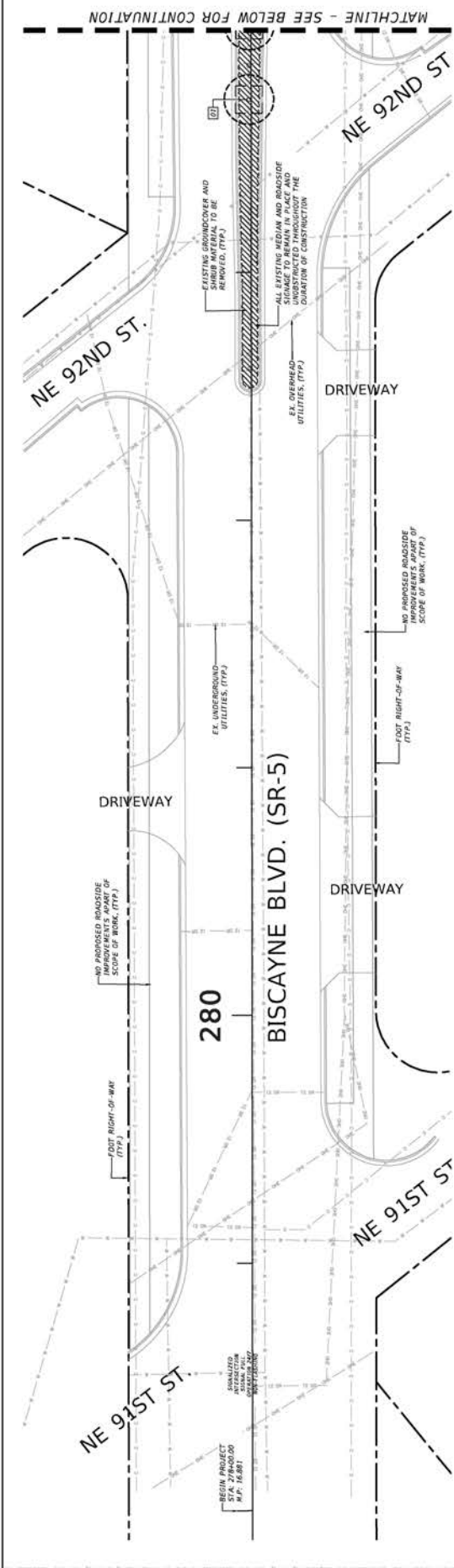
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 PHONE: 561-845-0855 FAX: 561-845-8175
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35306
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PROJECT NO. 044448154
 DATE 03/06/2025
 SCALE AS SHOWN
 DESIGNED BY NR
 CHECKED BY TH
 Licensure Professional
 THOMAS C. HARBRETT, P.E.

TREE DISPOSITION PLAN

MIAMI SHORES
 BEAUTIFICATION
 PREPARED FOR
 MIAMI SHORES VILLAGE
 FL

SHEET NUMBER
L-100



KEY:

	TREE TO REMAIN		SHRUBS TO REMAIN
	TREE TO BE REMOVED		SHRUBS TO BE REMOVED

TREE / PALM PROTECTION NOTE:

TREE / PALM PROTECTION BARRIER AS IDENTIFIED IN PLAN DRAWINGS SHALL BE INSTALLED IN CONFORMANCE WITH STANDARD PLANS PT 2023-2026, INDEX 110-100 TREE PROTECTION AND PRESERVATION

GRAPHIC SCALE IN FEET

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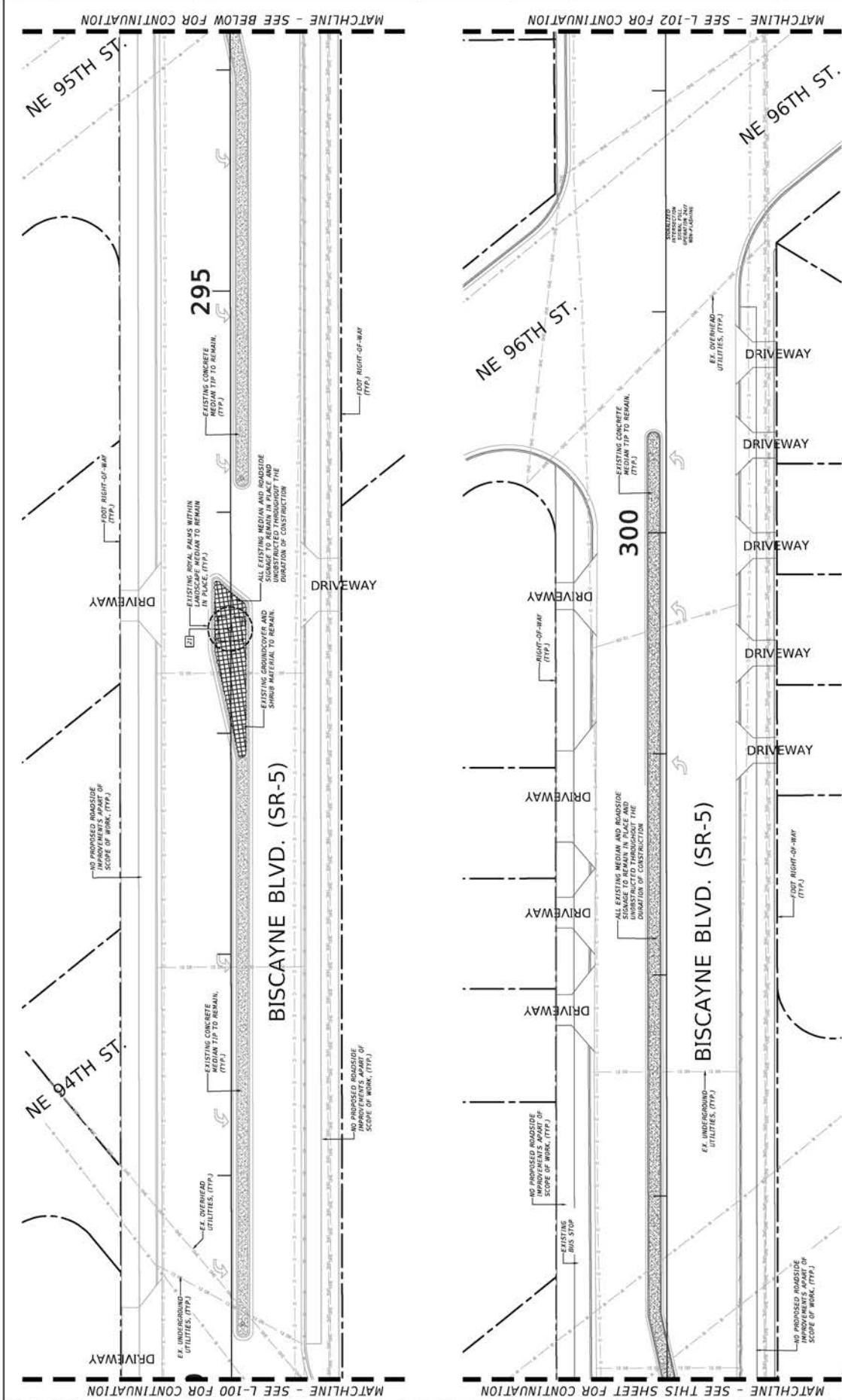
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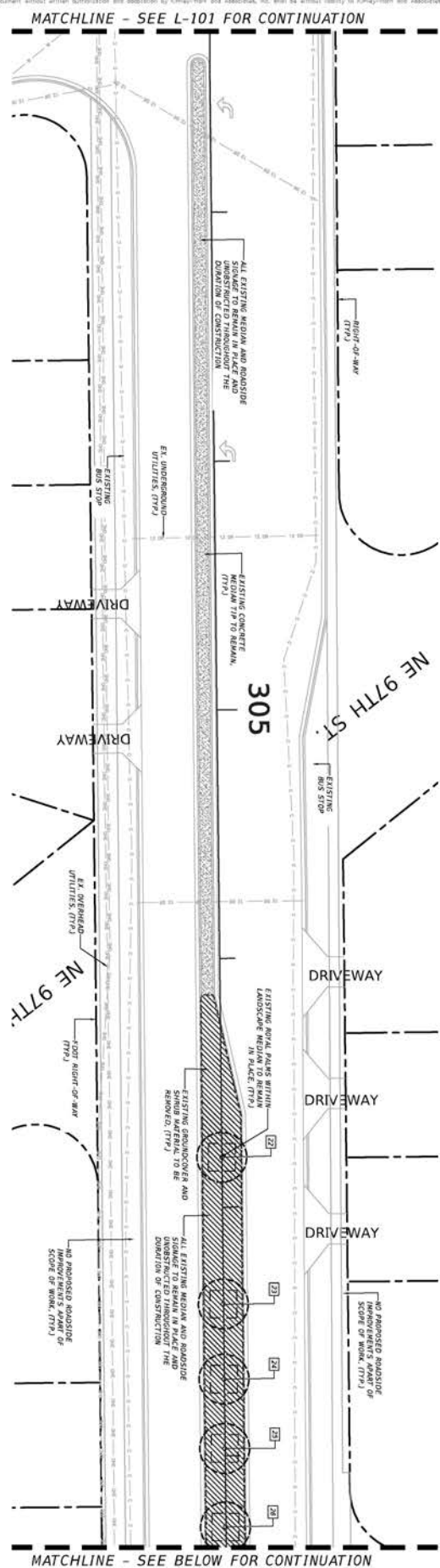
811

IF EXISTENCE OF UTILITIES SHOULD BE ANTICIPATED, CONTRACTORS SHOULD BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS BEFORE EXCAVATION.

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No.	REVISIONS	DATE	BY
	100% ERC SUBMITTAL	01/27/25	TH
	BID SET	04/08/25	TH





SHEET NUMBER L-102	MIAMI SHORES BEAUTIFICATION PREPARED FOR MIAMI SHORES VILLAGE	TREE DISPOSITION PLAN	KHA PROJECT 044448154 DATE 03/06/2025 SCALE AS SHOWN DESIGNED BY NR DRAWN BY NR CHECKED BY TH	LICENSED PROFESSIONAL THOMAS C. HARGRETT, FLA FL LICENSE NUMBER #6667512 DATE 03/06/2025	 © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 1920 MEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0885 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35506	BID SET 04/08/25 TH 100% ERC SUBMITTAL 01/27/25 TH	No. REVISIONS DATE BY
	MIAMI SHORES VILLAGE FL						

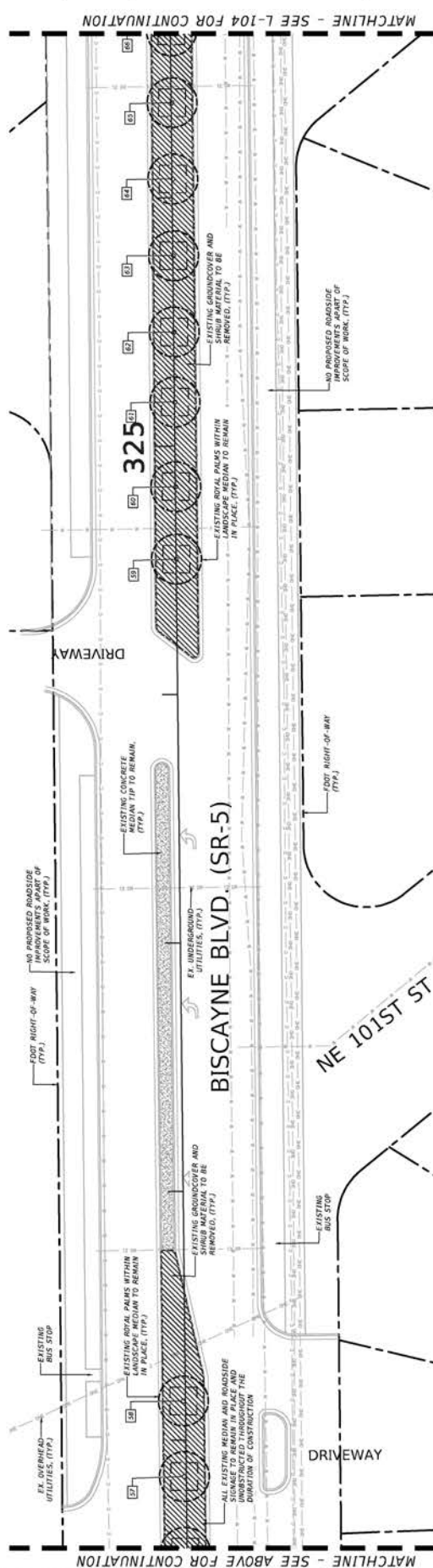
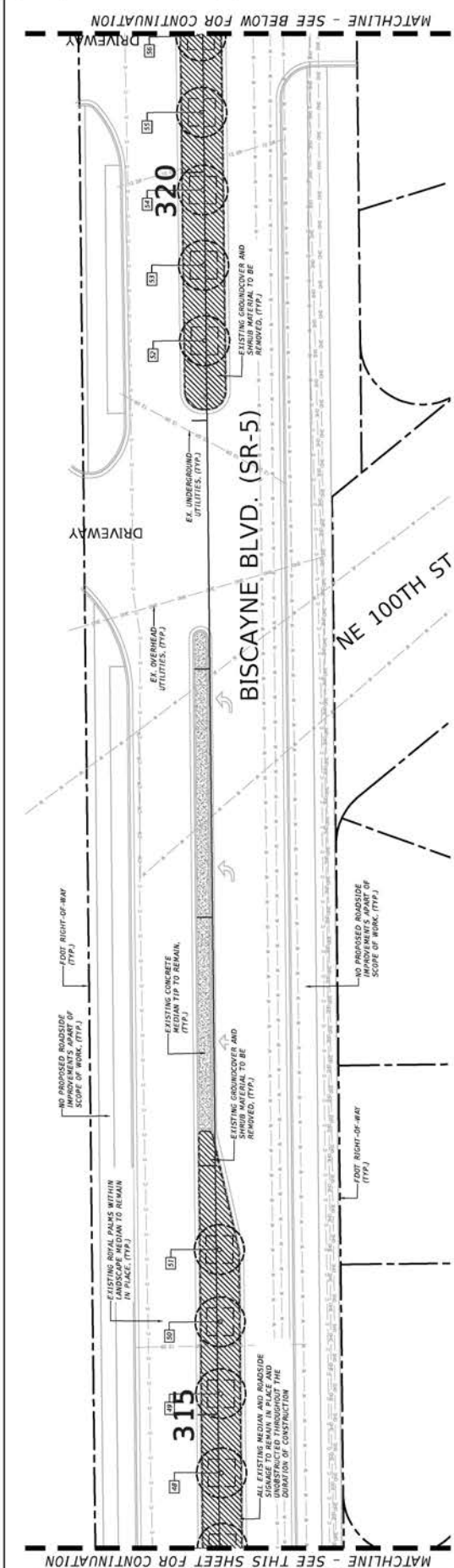
MIAMI SHORES
BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
CORES VILLAGE

PLAN
TREE DISPOSITION

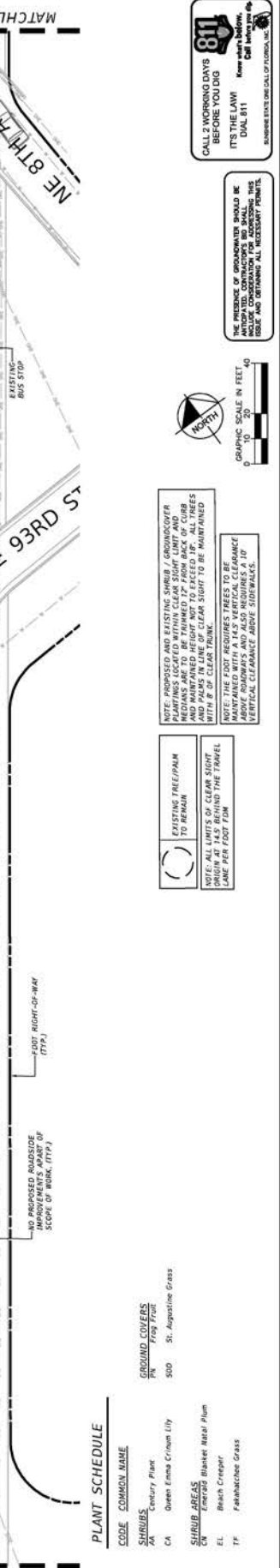
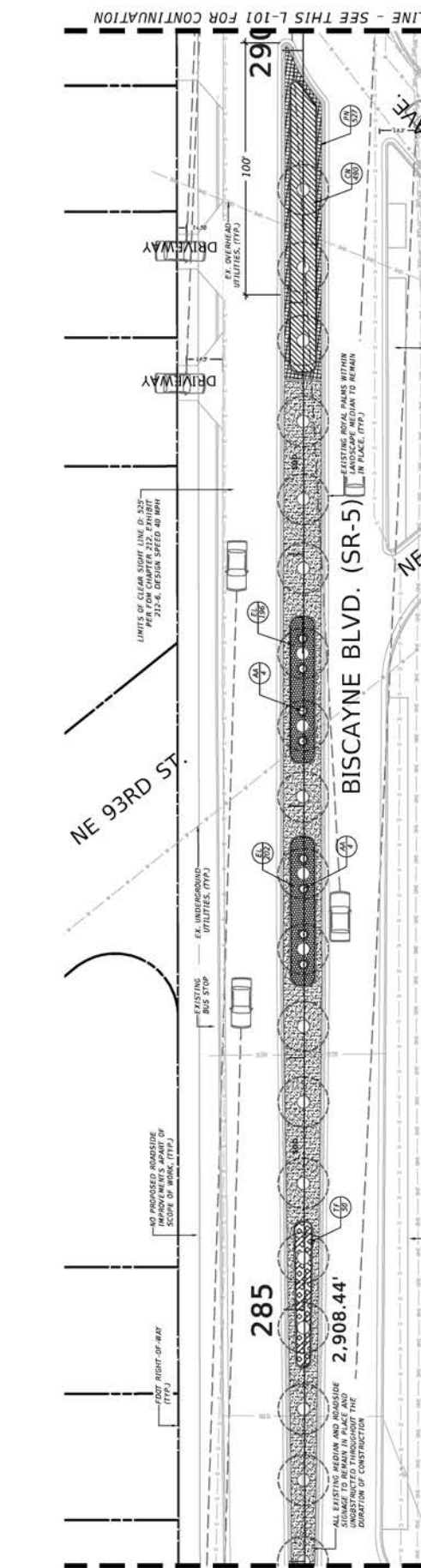
KRM-FR06-ELI 04448154	DATE 03/06/2025
SOURCE AS SHOWN	NH
DESIGNED BY	NH
DRAWN BY	NH
CHECKED BY	TH
LICENSED PROFESSIONAL	03/06/2025
FL LICENSE NUMBER	# 6667512
THOMAS C. HARBRETT, P.L.A.	DATE: 03/06/2025

Kimley»Horn

No.	REVISIONS	DATE	BY
	100% CRC SUBMITTAL	01/27/25	TH
	BID SET	04/08/25	TH



KEY:		TREE TO REMAIN		SHRUBS TO REMAIN
		TREE TO BE REMOVED PER CITY STANDARD PLAN 110-120		SHRUBS TO REMOVE



MATCHLINE - SEE ABOVE FOR CONTINUATION

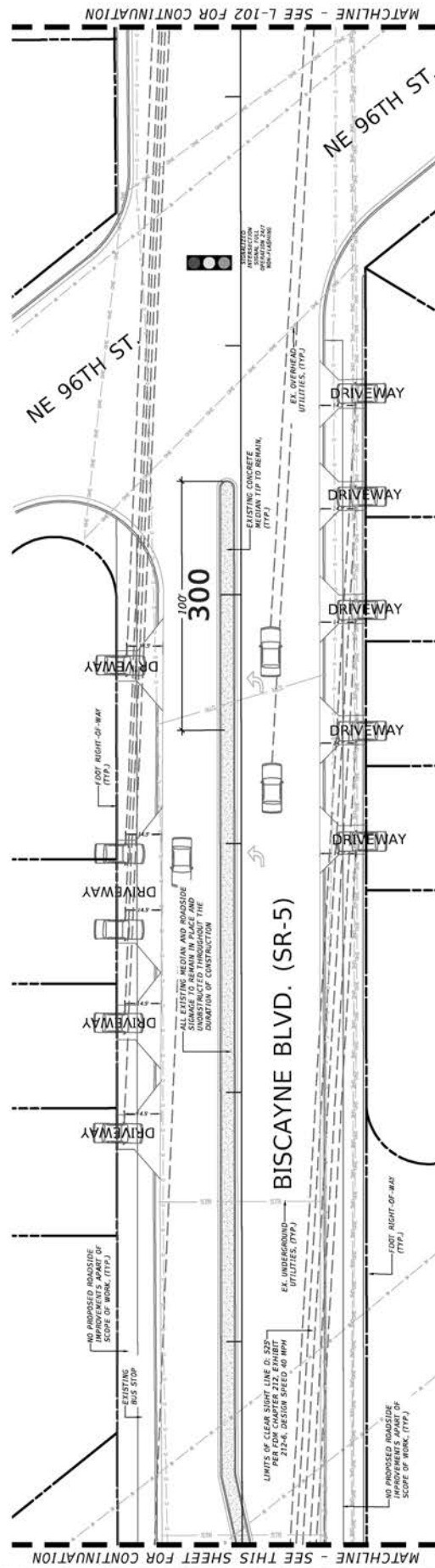
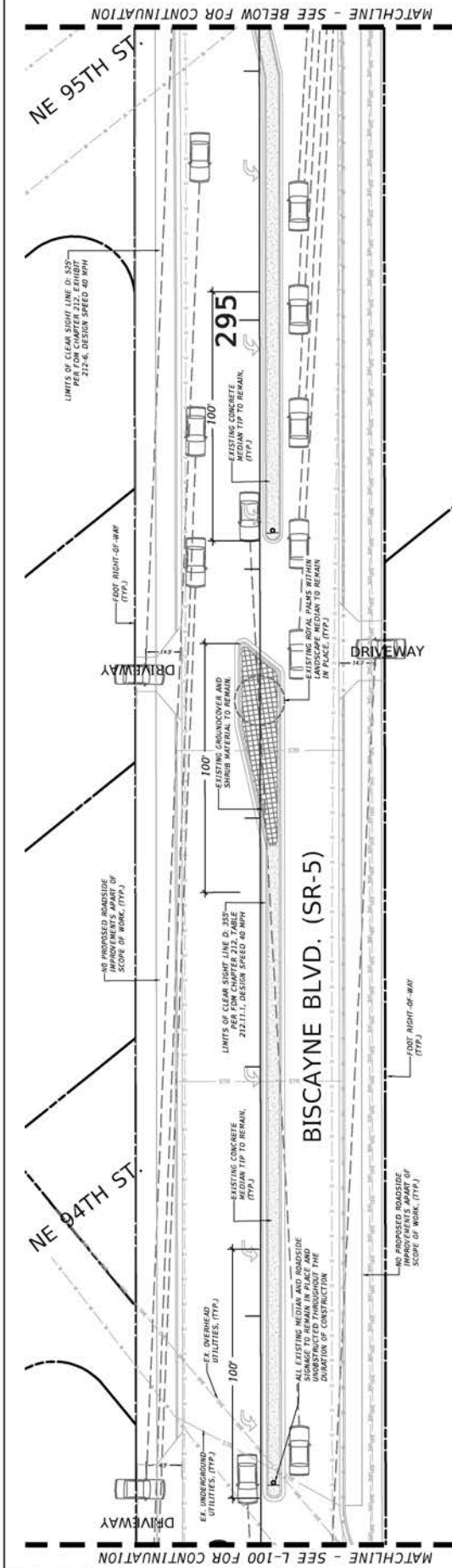
MIAMI SHORES
BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
FOREST VILLAGE

LANDSCAPE PLAN

KHA PROJECT	DATE	THOMAS C. HARRETT, PLA
04448154	03/06/2025	
	SCALE AS SHOWN	
	DESIGNED BY	
	DRAWN BY	
	CHECKED BY	
		DATE: 03/06/2025

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NO.	REVISIONS	DATE	BY
	100% ERC SUBMITTAL	01/27/25	TH
	BID SET	04/08/25	TH

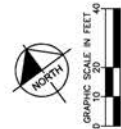


PLANT SCHEDULE

CODE	COMMON NAME
SHRUBS	
AA	Century Plant
CA	Queen Emma Cactus Lily
SHRUB AREAS	
EN	Emerald Blanches Natal Plum
EL	Beach Creeper
TF	Palaehatchoe Grass
GROUND COVERS	
FW	Frog Fruit
SOD	St. Augustine Grass

NOTE: PROPOSED AND EXISTING SHRUB / GROUND COVER PLANTINGS LOCATED WITHIN CLEAR SIGHT LIMIT AND MEDIAN ARE TO BE THINNED 12" FROM BACK OF CURB AND MAINTAINED HEIGHT NOT TO EXCEED 18". ALL TREES AND PALMS IN LINE OF CLEAR SIGHT TO BE MAINTAINED WITHIN R OF CLEAR TRUNK.

NOTE: THE FOOT REQUIRES TREES TO BE MAINTAINED WITH A 14.5' VERTICAL CLEARANCE ABOVE ROADWAYS AND ALSO REQUIRES A 10' VERTICAL CLEARANCE ABOVE SIDEWALKS.

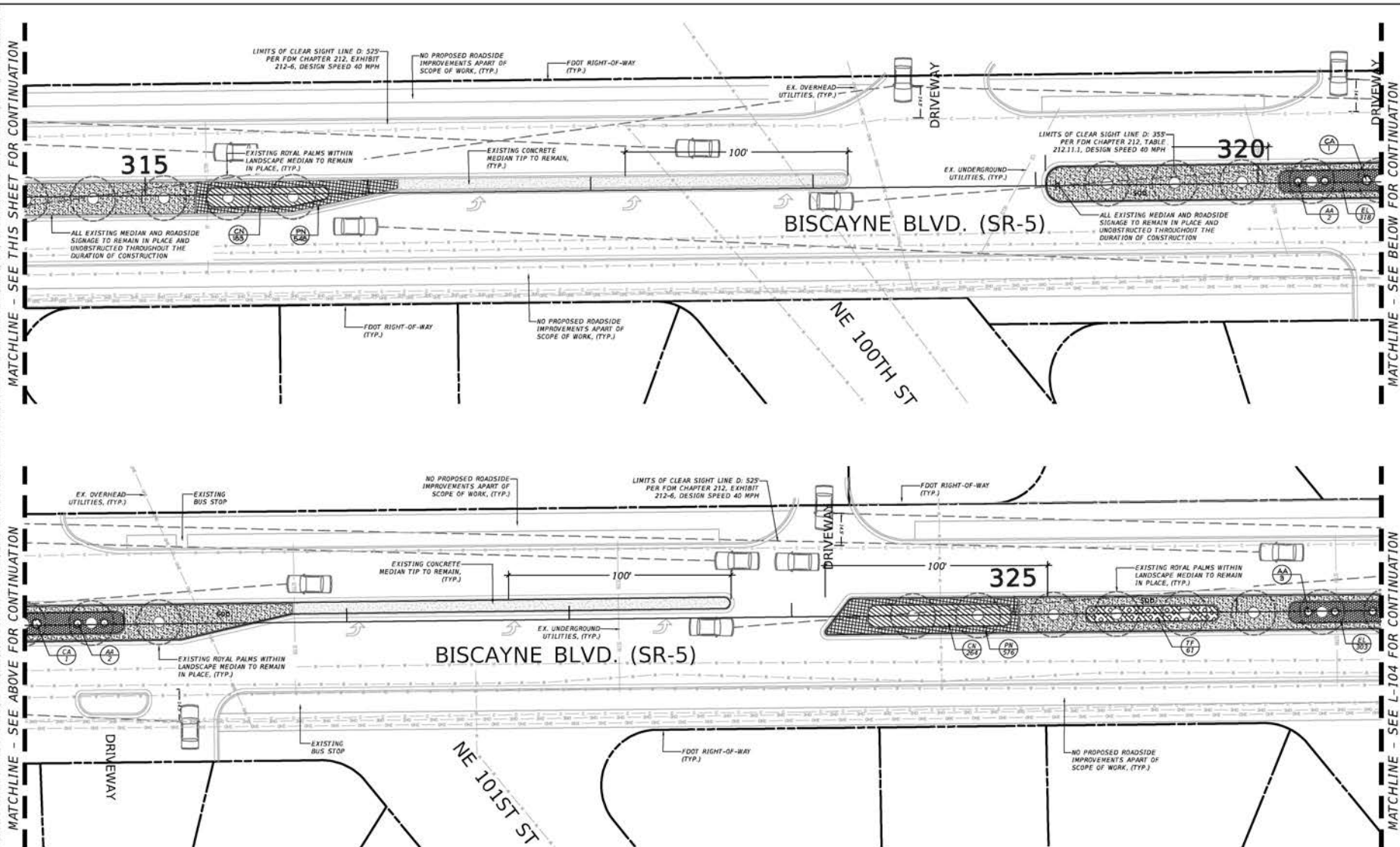


MATCHLINE - SEE THIS SHEET FOR CONTINUATION

MATCHLINE - SEE ABOVE FOR CONTINUATION

MATCHLINE - SEE BELOW FOR CONTINUATION

MATCHLINE - SEE L-104 FOR CONTINUATION



PLANT SCHEDULE

CODE COMMON NAME

SHRUBS

AA Century Plant
CA Queen Emma Crinum Lily

GROUND COVERS

500 St. Augustine Grass

SHRUB AREAS

EL Emerald Blanket Natal Plum
TF Pothos

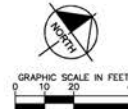


EXISTING TREE/PALM TO REMAIN

NOTE: ALL LIMITS OF CLEAR SIGHT ORIGIN AT 14.5' BEHIND THE TRAVEL LANE PER FDOT FDM

NOTE: PROPOSED AND EXISTING SHRUB / GROUND COVER PLANTINGS LOCATED WITHIN CLEAR SIGHT LIMIT AND MEDIANS ARE TO BE TRIMMED 12" FROM BACK OF CURB AND MAINTAINED HEIGHT NOT TO EXCEED 18". ALL TREES AND PALMS IN LINE OF CLEAR SIGHT TO BE MAINTAINED WITH 8' OF CLEAR TRUNK.

NOTE: THE FDOT REQUIRES TREES TO BE MAINTAINED WITH A 14.5' VERTICAL CLEARANCE ABOVE ROADWAYS AND ALSO REQUIRES A 10' VERTICAL CLEARANCE ABOVE SIDEWALKS.



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1020 NW 14th Ave, Suite 200, West Palm Beach, FL 33411
PHONE: 561-845-0003 FAX: 561-845-8775
WWW.KIMLEY-HORN.COM REGISTRY NO. 33706

LANDSCAPE PLAN

MIAMI SHORES BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
MIAMI SHORES VILLAGE, FL

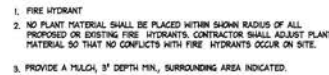
PROJECT NO. 044448154
DATE: 03/06/2025
SCALE: AS SHOWN
DESIGNED BY: NR
DRAWN BY: NR
CHECKED BY: TH
DATE: 03/06/2025

SHEET NUMBER
L-203

NO. REV. DESCRIPTION DATE BY



1. FIND TOP HORIZE THICKEST ROOT STOPS FROM TRUNK WITHIN 2' OF SURFACE. CLEAR DICERS SOIL IF NECESSARY.
2. TOP LINES OF BURLS AND GRASSROOTS/ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRASS. IF NOT COVER EXPOSED SOIL ON SIDES WITH MULCH.
3. PRUNE ALL LIVE BRANCHES WITH A PRUNING SAW TO ACHIEVE A UNIFORM PRUNESHAP.
4. IF PRUNING FULCRUM AS SPECIFIED - DO NOT COVER ENTIRE BURLS AND/OR CRACKS WITH MULCH. RINGS! ONLY COVER SIDES OF ROOTBALLS WITH MULCH.
5. EXCAVATE ENTIRE BED SPECIFIED FOR LANDSCAPE COVER.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GRASSROOTS AND BURLS ARE IN PHASES, ENTIRE BED TO BE APPLIED WITH LANDSCAPE MULCH PER AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOMS.



(B) Fire Hydrant Clear Zone



1. FINISH GRADE
 2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
 3. FILTER CLOTH, PERMANENT OR BETTER
 4. IF CLEAR SAND, COMPACTED TO ADJUST LAYER THICKNESS SO TOP OF BOTTOMHOLE IS AT LEAST 6" ABOVE FINISHED GRADE
 5. SLOPE DOWN TO DRAIN
 6. SHOULDER HOLE PENETRATE THROUGH GROUND WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION
 7. BACKFILL WITH 1/2" - 3/4" GRAVEL
 8. WATER TABLE (DEPTH VARIOUS)
- NOTES:**
1. FOR A PARKING LOT PLANTING SITUATION, CONTRACTOR TO BACKFILL INTERSTICE OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR SIDE WALK
 2. REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION



1. CROWN ISLANDS 8" SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. **GLAZE ZONE** 3/4" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHARUB. GLAZE ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS. SEE DETAIL "F" FOR PLANTER MEDIAN ADJACENT TO PARKING SPACES.
3. **F** MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.
4. **ELEVATE** CONTINUOUS 3/4" DEEP (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH ISLAND 4" MIN. DEPTH WITH APPROVED PLANTING MIXTURE.
5. **PROTECT** AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).
6. **ALL ISLANDS** SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

(D) Planted Parking Lot Islands / Medians

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1	100% R/C SUBMITTAL	01/27/25	TH
2	BD SET	04/08/25	TH

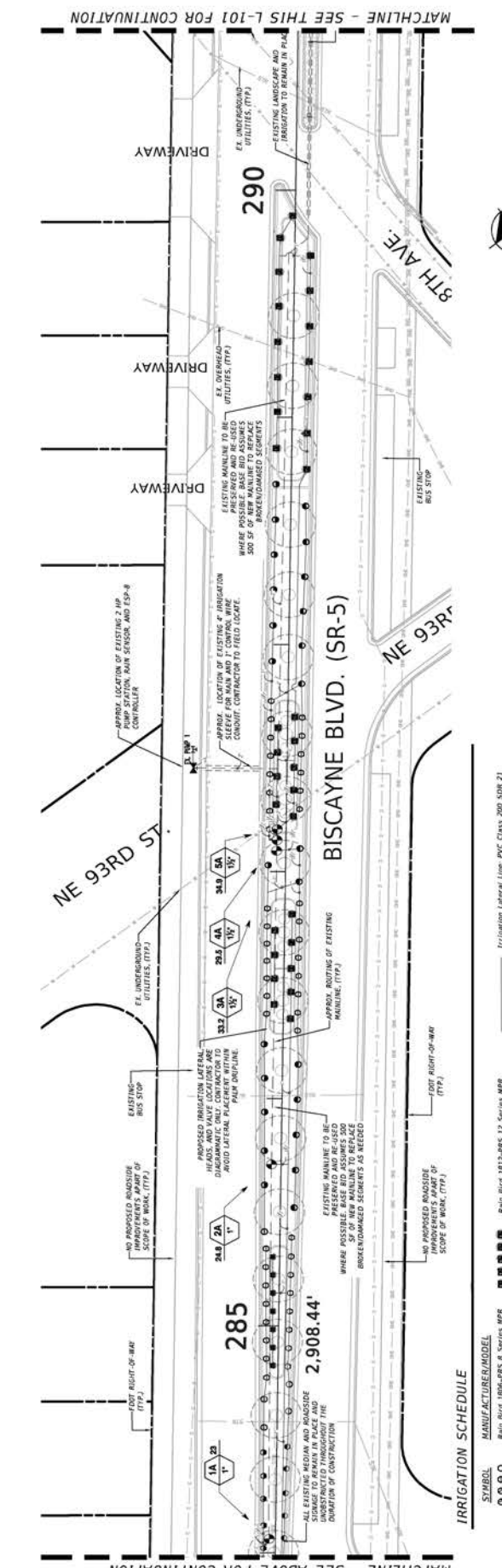
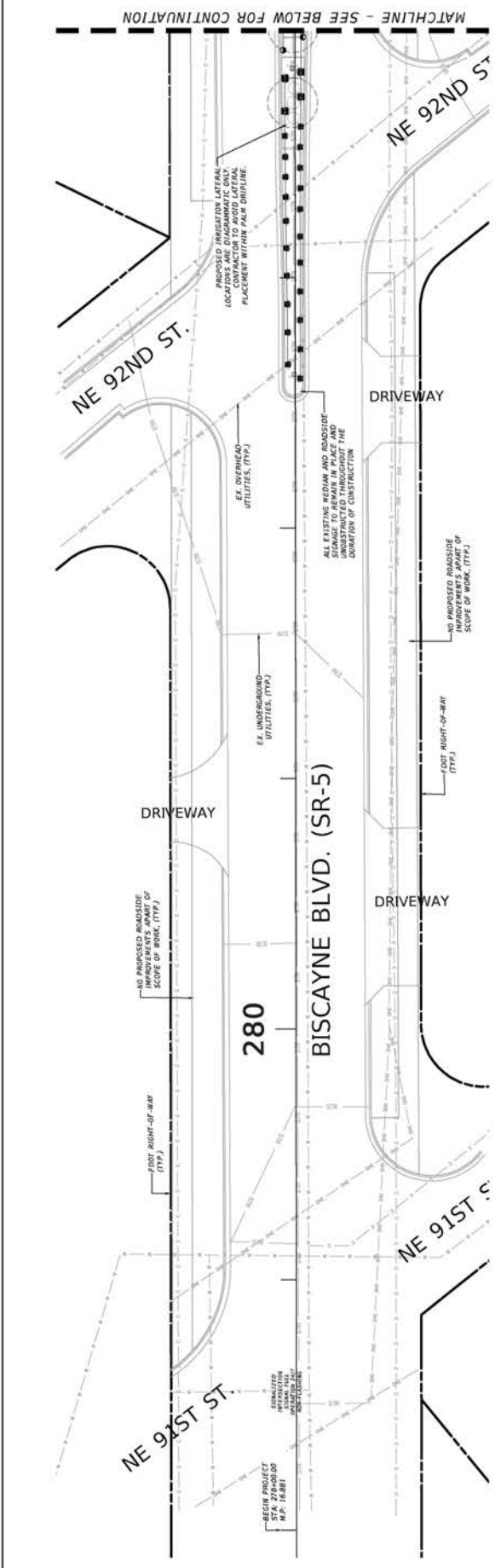
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 9005 KIMLEY-HORN AND ASSOCIATES, INC.
 PHONE: 561-845-0055 FAX: 561-845-8175
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35306

PROJECT NO. 03/06/2025
 DATE 03/06/2025
 SCALE AS SHOWN
 DESIGNED BY NR
 CHECKED BY TH
 DATE 03/06/2025
 PROJECT NO. 044448154
 LICENSED PROFESSIONAL
 THOMAS C. HARBETT, P.E.

IRIGATION PLAN

MIAMI SHORES
 BEAUTIFICATION
 PREPARED FOR
 MIAMI SHORES VILLAGE
 FL

SHEET NUMBER
L-300



GRAPHIC SCALE IN FEET
 0 10 20 40

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811

FOR ANY EXISTING UTILITIES, CONTRACTORS SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION. CONTRACTORS SHALL OBTAIN ALL NECESSARY PERMITS.

IRIGATION SCHEDULE

SYMBOL	MANUFACTURE/MODEL
1	Rain Bird 1812-PHS 12 Series MPR
2	Rain Bird 1812-PHS 15 Series MPR
3	Rain Bird 1812-PHS 10 Series MPR
4	Rain Bird 1812-PHS 12 Series MPR
5	Rain Bird 1812-PHS 15 Series MPR
6	Rain Bird 1812-PHS 10 Series MPR
7	Rain Bird 1812-PHS 12 Series MPR
8	Rain Bird 1812-PHS 15 Series MPR
9	Rain Bird 1812-PHS 10 Series MPR
10	Rain Bird 1812-PHS 12 Series MPR
11	Rain Bird 1812-PHS 15 Series MPR
12	Rain Bird 1812-PHS 10 Series MPR
13	Rain Bird 1812-PHS 12 Series MPR
14	Rain Bird 1812-PHS 15 Series MPR
15	Rain Bird 1812-PHS 10 Series MPR
16	Rain Bird 1812-PHS 12 Series MPR
17	Rain Bird 1812-PHS 15 Series MPR
18	Rain Bird 1812-PHS 10 Series MPR
19	Rain Bird 1812-PHS 12 Series MPR
20	Rain Bird 1812-PHS 15 Series MPR

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SYMBOL		MANUFACTURE/MODEL
0000		Rain Bird 1804-PRS 8 Series NFR
0001	0	Rain Bird 1812-PRS 12 Series NFR
0002	1	Irrigation Lateral Line: PVC Class 200 SDR 21

MANUFACTURER/MODEL _____ Pipe Sleeve: PVC Schedule 40

Wave Control

Wave Number

Wave Time

Wave Size

Pipe Sleeve: PVC

MANUFACTURER/MODELRain Bird 1806-PRS 12 Series MPA

உ

Rain Bird 1806-PRS 15 Series MPR

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NEW SERIES 8 CND-218T DUB WITH

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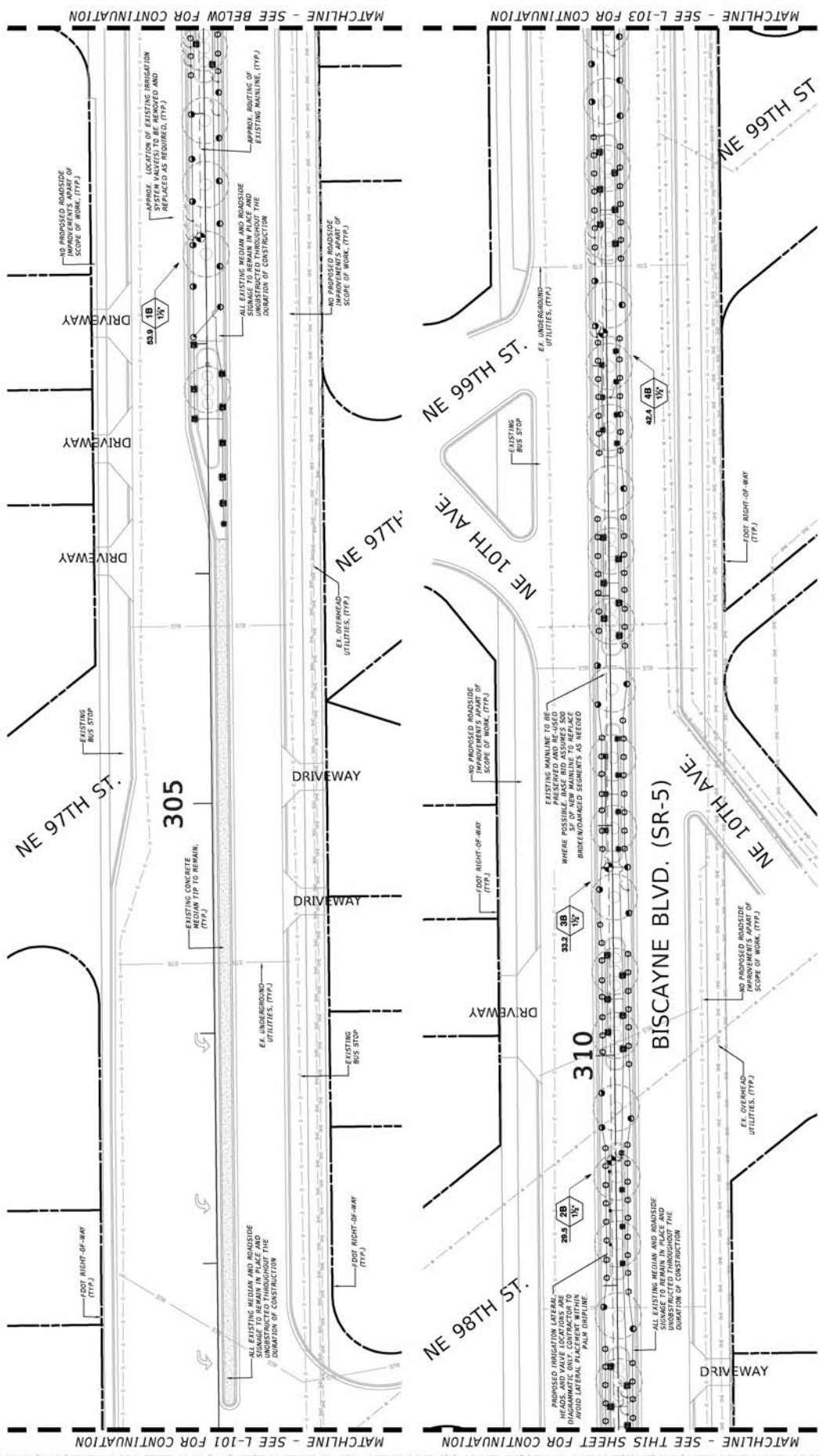
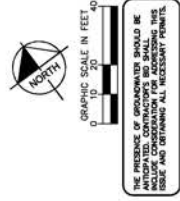
Rain Bird 1812-PNS 10 Series NPA

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MIAMI SHORES
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MIAMI SHORES VILLAGE
FOREST VILLAGE

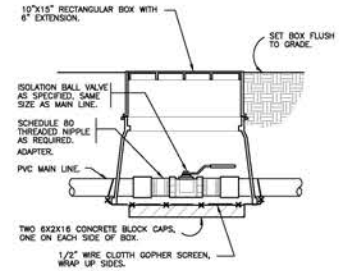
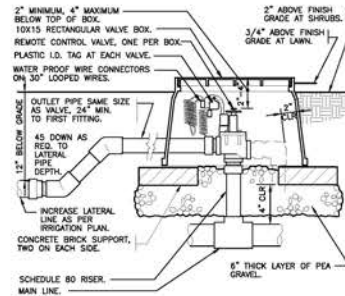
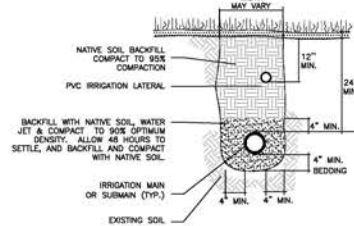
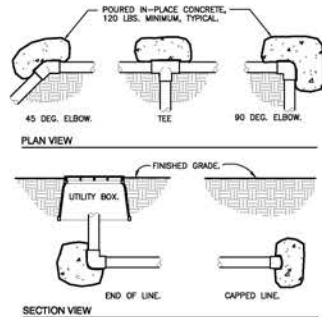
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	BID SET	04/08/25	TH



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL
	Rain Bird 1806-PMS 8 Series MPR
	Rain Bird 1806-PMS 10 Series MPR
	Rain Bird 1806-PMS 12 Series MPR
	Rain Bird 1806-PMS 15 Series MPR
	Rain Bird 1812-PMS 8 Series MPR
	Rain Bird 1812-PMS 10 Series MPR
	Rain Bird 1812-PMS 12 Series MPR



1 THRUST BLOCKING
3/4\"/>

32 8409.76-01

2 TRENCHING DETAIL
NOT TO SCALE

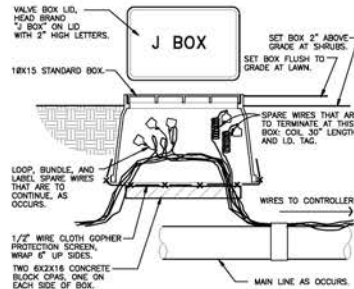
32 8409.76-03

3 ELECTRIC REMOTE CONTROL VALVE
1 1/2\"/>

32 8406.13-01

4 BRASS BALL ISOLATION VALVE
1 1/2\"/>

32 8406.33-02



32 8409.79-01

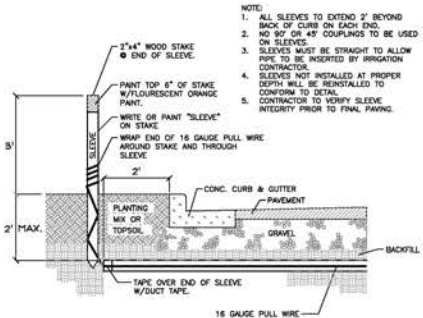
6 BUBBLER ON FLEX HOSE RISER
3\"/>

DETAIL-FILE

7 POP-UP SPRAY FLEX ASSEMBLY
3\"/>

32 8409.13-02

8 IRRIGATION SLEEVING
NTS



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1	100% EDC SUBMITTAL	07/27/25	TH
2	100% EDC SUBMITTAL	07/27/25	TH

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PHONE: 561-845-0003 FAX: 561-843-8775
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LICENSED PROFESSIONAL
THOMAS C. HARRIS, P.E.
03/05/2025
SCALE AS SHOWN
DESIGNED BY: NR
DRAWN BY: NR
CHECKED BY: TH
DATE: 03/05/2025

IRRIGATION DETAILS

MIAMI SHORES BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
MIAMI SHORES VILLAGE FL

SHEET NUMBER
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UNDERGROUND IRRIGATION SYSTEM

PART I: GENERAL 1.01 SCOPE

- A. The work covered by this specification shall include the furnishing of all labor, materials, tools and equipment necessary to perform and complete the installation of an automatic irrigation system as specified herein and as shown on the drawings and any incidental work not shown or specified which can reasonably be determined to be part of the work and necessary to provide a complete and functional system.
- B. The work covered by this specification also includes all permits, federal, state and local taxes and all other costs, both foreseeable and unforeseeable at the time of construction.
- C. No deviation from these specifications, the accompanying drawings, or agreement is authorized or shall be made without prior written authorization signed by the Owner or his duly appointed representative.

1.02 QUALITY ASSURANCE

- A. Installer Qualifications: A firm specializing in irrigation work with not less than five (5) years of experience in installing irrigation systems similar to those required for this project.
- B. Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- C. Inspection of Site: The Contractor shall acquaint himself with all site conditions, including underground utilities before construction is to begin. Contractor shall coordinate placement of underground materials with contractors previously working underground in the vicinity or those scheduled to do underground work in the vicinity. Contractor is responsible for minor adjustments in the layout of the work to accommodate existing facilities.
- D. Protection of Existing Plants and Site Conditions: The Contractor shall take necessary precautions to protect site conditions to remain. Should damages be incurred, this Contractor shall repair the damage to its original condition at his own expense. Any disruption, destruction, or disturbance of any existing plant, tree, shrub, or turf, or any structure shall be completely restored to the satisfaction of the Owner and his representatives, solely at the Contractor's expense.

- E. Protection of Work and Property: The Contractor shall be liable for and shall take the following actions as required with regard to damage to any of the Owner's property:

1. Any existing building, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, roads, grounds, landscaping or structure of any kind (including without limitation, damage from leaks in the piping system being installed or having been installed by Contractor) damaged by the Contractor, or by his agents, employees, or subcontractors, during the course of his work, whether through negligence or otherwise, shall be repaired or replaced by Contractor at his own expense in a manner satisfactory to Owner, which repair or replacement shall be a condition precedent to Owner's obligation to make final payment under the Contract.

2. Contractor shall also be responsible for damage to any work covered by these specifications before final acceptance of the work. He shall securely cover all openings into the systems and cover all apparatus, equipment and appliances, both before and after being set in place to prevent obstructions on the pipes and the breakage, misuse or disfigurement of the apparatus, equipment or appliances.

3. All trenching or other work under the leaf canopy of any and all trees shall be done by hand or by other methods so that no branches are damaged in any way.

4. Buildings, walks, walls, and other property shall be protected from damage. Open ditches left exposed shall be flagged and barricaded by the Contractor by approved means. The Contractor shall restore disturbed areas to their original condition.

5. The Contractor shall be responsible for requesting the proper utility company to stake the exact location of any underground lines including but not limited to electric, gas, telephone service, water, and cable.

6. The Contractor shall take whatever precautions are necessary to protect these underground lines from damage. In the event damage does occur, all damage shall be completely repaired to its original condition, at no additional cost to the Owner.

7. The Contractor shall request the Owner, in writing, to locate any private utilities (i.e., electrical service to outside lighting) before proceeding with any excavation. If, after such requests and necessary staking, private utilities which were not staked are encountered and damaged by the Contractor, they shall be repaired by the Owner at no cost to the Contractor. If the Contractor damages staked or located utilities, they shall be repaired at the Contractor's expense.

8. Codes and Inspections: The entire installation shall comply fully with all local and state laws and ordinances and with all established codes arrange for all necessary inspections and shall pay all fees and expenses in connection with same, as part of the work under this Contract. Upon completion of the work, he shall furnish to the "Owner" all inspection certificates customarily issued in connection with the class of work involved.

9. The Contractor shall certify on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner, or Owner's representative.

10. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

11. The Owner's Landscape Architect or designated individual shall have full authority to approve or reject work performed by the Contractor. The Owner's Authorized Representative shall also have full authority to make field changes that are deemed necessary.

12. Final Acceptance: Final acceptance of the work may be obtained from the Owner upon the satisfactory completion of all work. Acceptance by the Landscape Architect and/or Owner in no way removes the Contractor of his responsibility to make further repairs, corrections and adjustments to eliminate any deficiencies which may later be discovered.

13. Guarantee: All work shall be guaranteed for one year from date of final acceptance against all defects in material, equipment and workmanship to the satisfaction of the Owner. Repairs, if required, shall be done promptly at no cost to the Owner.

14. The guarantee shall also cover repair of damage to any part of the premises resulting from leaks or workmanship, to the satisfaction of the Owner. The Contractor shall not be responsible for work damaged by others. Repairs, if required, shall be done promptly. The guarantee shall state the name of the Owner, provide full guarantee terms, effective and termination date, name and license number of Contractor providing guarantee, address, and telephone number. It shall be signed by the chief executive of the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

15. If, within ten (10) days after mailing of written notice by the Owner to the Contractor requesting repairs or replacement resulting from a breach of warranty, the Contractor shall neglect to make or undertake with due diligence to make the same, the Owner may make such repairs at the Contractor's expense; provided, however, that in the case of an emergency where, in the judgment of the Owner, serious and/or damage, repairs or replacement may be made without notice being sent to the Contractor, and Contractor shall pay the cost thereof.

16. The Contractor shall provide full, 100% irrigation coverage in all areas designed with proposed plantings, in accordance with the site's governing permitting requirements and as designed.

17. On-site Observation: At any time during the installation of the irrigation system by the Contractor, the Owner or Landscape Architect may visit the site to observe work underway. Upon request, the Contractor shall be required to uncover specified work as directed by the Owner or material, workmanship or method of installation not meet the standards specified herein, the Contractor shall replace the work at his own expense.

18. Workmanship: All work shall be installed by qualified, skilled personnel, proficient in the trades required, in a neat, orderly, and responsible manner with recognized standards of workmanship. The Contractor shall have had considerable experience and demonstrated ability in the installation of sprinkler irrigation systems of this type.

1.04 SUBMITTALS

- A. All materials shall be those specified and/or approved by the Landscape Architect.

- B. Product Data: After the award of the Contract and prior to beginning work, the Contractor shall submit for approval by the Owner and Landscape Architect, two copies of the complete list of materials, manufacturer's technical data, and installation instructions which he proposes to install.

- C. Commence work before approval of material list and descriptive material by the Landscape Architect.

- D. Record Drawings: The Contractor shall record on reproducible, all changes that may be made during actual installation of the system. Provide controller sequencing and control valve locations.

1. Immediately upon installation of any piping, valves, wiring, sprinklers, etc., in locations other than shown on the original drawings or of sizes other than indicated, the Contractor shall clearly indicate such changes on a set of blue-line prints. Records shall be made on a daily basis. All records shall be neat and subject to the approval of the Owner.

2. The Contractor shall also indicate on the record prints the location of all wire apices, original or due to repair, that are installed underground in a location other than the controller pedestal, remote control valve box, power source or connection to a valve-in-head sprinkler.

3. These drawings shall also serve as work progress sheets. The Contractor shall make neat and legible notations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for review and shall be kept in a location designated by the Owner's Representative.

4. Progress payment request and record drawing information must be approved by Landscape Architect before payment is made.

5. If in the opinion of the Owner or his representative, the record drawing information is not being properly or promptly recorded, construction payment may be stopped until the proper information has been recorded and submitted.

6. Before the date of the final site observation and approval, the Contractor shall deliver one set (copies) of reproducible record drawing plans and notes to the Landscape Architect. Record drawing information shall be approved by the Landscape Architect prior to submittal to Owner for final payments, including retention.

7. Operations and Maintenance Manual: The Contractor shall prepare and deliver to the Owner, or his designated representative within ten (10) calendar days prior to completion of construction, a hard cover binder with three rings containing the following information:

1. Index sheet stating the Contractor's address and business telephone number, list of equipment with name(s) and address(es) of local manufacturer's representative(s).

2. Catalog and parts sheets on every material and equipment installed under this Contract.

3. Complete operating and maintenance instruction on all major equipment. Include initial controller schedule and recommended schedule after establishment period.

4. Demonstrate to and provide the Owner's maintenance personnel with instructions for major equipment and show evidence in writing to the Owner, or his designated representative at the conclusion of the project that this service has been rendered.

1.05 EXPLANATION OF DRAWINGS

- A. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings and sleeves which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of the work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions.

- B. The drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting and architectural features. Deviations shall be brought to the Landscape Architect's attention.

- C. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

- D. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been known in engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect. In the event that notification is not performed, the Contractor shall assume full responsibility for any revision necessary.

- E. If, in the opinion of the Landscape Architect, the labor furnished by the Contractor is incompetent, unskilled, or unreliable, his equipment inadequate, improper or unsafe, or if the Contractor shall fail to continuously and diligently execute the construction, the Landscape Architect or Owner shall, in writing, instruct the Contractor to remove all such causes of noncompliance and the Contractor shall promptly comply.

- F. The Contractor shall be responsible for full and complete coverage of all irrigation areas. The Landscape Architect shall be notified of any necessary adjustments at no additional cost to the Owner. Any revisions to the irrigation system must be submitted and approved in writing form, along with any change in Contract price. Layout may be modified, if necessary to obtain coverage. Spacing not to exceed 60% of the diameter.

PART II: PRODUCTS

2.01 MATERIALS

- A. Material and equipment shall be supplied by the Contractor. No substitutions shall be allowed without the prior written approval of the Owner/Landscape Architect. The Contractor shall inspect all materials and equipment prior to installation, and defective materials shall be replaced with the proper materials and equipment. These items used in the installation found to be defective, improperly installed or not as specified, shall be removed and the proper materials and equipment installed in the proper manner, as interpreted by the Owner/Landscape Architect. The Contractor shall remove all damaged and defective pipe and equipment from the site.

2.02 PIPING

- A. General Provisions: All materials throughout the system shall be new and in perfect condition unless otherwise directed by the Landscape Architect.

- B. Polyvinyl Chloride Pipe (PVC): (Where indicated on plan, use non-potable purple piping.)

1. Laterals: PVC shall conform to the requirements of ASTM Designation D 2241, Class 1220 or 1220. All lateral piping less than 3" in diameter shall be Class 200 SDR-21.

2. Main Line Under Pressure: PVC shall conform to the requirements of ASTM Designation D 2241, Class 1220 or 1220, Schedule 40 with belled end for solvent weld connection.

3. Pipe Markings: All PVC pipe shall bear the following markings:

- o Manufacturer's Name
- o Nominal Pipe Size
- o Schedule or Class
- o Pressure Rating of PSI
- o NSF (National Sanitation Foundation) Approval
- o Date of Expiration

2.04 PVC JOINTS

- A. Joints in PVC pipe smaller than 3" shall be solvent welded in accordance with the recommendations of the pipe manufacturer; the solvent cleaner and welding compound furnished with the pipe.

2.05 THREADED CONNECTIONS

- A. Threaded PVC connections shall be made up using Teflon tape only.

- B. Connection between mainline pipe fittings and automatic or manual control valves shall be made using Schedule 80 threaded fittings and nipples.

2.06 SOLVENT CEMENT

- A. General: Provide solvent cement and primer for PVC solvent weld pipe and fittings recommended by the manufacturer. Pipe joints for solvent weld pipe to be belled end. Pipe joints for gasketed pipe to be integral ring type. Insert gaskets will not be accepted.

- B. Thrust Blocks: Main line piping 3" or greater in diameter shall have thrust blocks sized and placed in accordance with the pipe manufacturer's recommendations or, in the absence of specified recommendations by the pipe manufacturer, 3000 PSI concrete thrusts shall be properly installed at tees, elbows, 45°, crosses, reducers, plugs, caps and valves.

2.07 PIPE AND WIRE SLEEVES

- A. Sleeves to be installed:

1. The Contractor shall install irrigation system pipe and wire sleeves conforming to the following:

- a. All pipe sleeves shall extend a minimum of 36" beyond the edges of pavement.

- b. All pipe sleeves to be installed beneath future/existing road surfaces shall be PVC pipe Schedule 40 or jack and bone steel pipe as per FOOT specifications, and as shown on plans.

- c. All irrigation system wires shall be sleeved separately from main or lateral lines.

- d. All pipe sleeves shall be installed at the minimum depth specified for main lines, lateral lines, and electric wire.

- e. Contractor shall coordinate all pipe sleeve locations and depths prior to initiating installation of the irrigation system.

2.08 SPRINKLER HEADS

- A. Spray Sprinklers: The sprinkler shall be a fixed spray type designed for in-ground installation. The nozzle shall elevate 64" (or as designated on plan) when in operation. The body of the sprinkler shall be constructed of non-corrosive heavy duty Cyclac. A filter screen shall be in the nozzle piston. All sprinkler parts shall be removable through the tip of the unit by removal of a threaded cap.

- Riser mounted spray shall be as indicated on the plans. The sprinkler shall consist of a nozzle and body. The body of the riser-mounted sprinkler shall be constructed of non-corrosive materials. A cone strainer shall be a separate part with the nozzle assembly to allow for easy flushing of the sprinkler. Maximum working pressure at the base of the sprinkler shall be 40 PSI.

(continued...)

Kimley»Horn
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PHONE: 561-845-0003 FAX: 561-843-8870
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LICENSED PROFESSIONAL
KIMLEY-HORN
THOMAS C. HARRIS, P.E.
03/06/2025
SCALE AS SHOWN
DESIGNED BY NR
DRAWN BY NR
CHECKED BY TH
DATE 03/06/2025

IRRIGATION NOTES

MIAMI SHORES
BEAUTIFICATION
PREPARED FOR
MIAMI SHORES VILLAGE
MIAMI SHORES VILLAGE

SHEET NUMBER
L-351

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTORS SHOULD INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Know what's below.
Call before you dig.
BUNNIE STATE ONE CALL OF FLORIDA, INC.

2.09 AUTOMATIC CONTROL VALVE

The automatic remote control valves shall be as specified on the plans, or approved equal.

2.10 GATE VALVES

- A. Gate valves for 3/4" through 2-1/2" shall be of brass or bronze construction, solid wedge, IPS threads, non-rising stem with hand operating handle, for a continuous working pressure of 150 PSI.
- B. Gate valves for 3" and larger: iron body, brass or bronze mounted AHHHA gate valves, with a clear waterway equal to the full nominal diameter of the valve, rubber gasket for a continuous working pressure of 150 PSI. Valve shall be equipped with a square operating nut.

2.11 VALVE BOXES

- A. For gate valves, use AMETEK #10-181-014 box with #10-181-015 locking lid, or as per the drawings.
- B. For control valves 3/4" through 2", the drip valve assemblies, use AMETEK #10-181-014 box with #10-181-015 locking lid, or sized as necessary to effectively house the equipment.
- C. For control wiring splices, use AMETEK #10-181-014 box with #10-181-015 locking lid, or as per the drawings.

2.12 IRRIGATION WIRING

- A. Wiring used for connecting the electric control valves to the controllers shall be Type UF, 600 volt, single strand, solid copper with PVC insulation 4/64" thick. Size shall be 14 gauge, red for "hot" or lead wires, and common wire to be 14 gauge, white in color.
- B. Contractor shall perform an ohm test on ground to assure adequate protection against surges and indirect lightning strikes.

2.13 MISCELLANEOUS MATERIALS

- A. Drainage Backfill: Cleaned gravel or crushed stone, graded from 1" maximum to 3/4" minimum.
- B. Metallized Underground Tape: The detectable, underground utility marking tape shall consist of a minimum: 5 mil (0.005") overall thickness; five-ply composition; ultra-high molecular weight, 100% virgin polyethylene; acid, alkaline and corrosion resistant; with no less than 150 pounds of tensile break strength per 6" width; color-code impregnated with color stable, lead-free, organic pigments suitable for direct burial. Tapes utilizing reprocessed plastics or resins shall not be acceptable. The detectable, underground utility marking tape shall have a 30 gauge (0.0098") solid aluminum foil, core encapsulated within a 2.55 mil (0.00255") polyethylene backing and a 0.6 mil (0.0006") PET cover coating. The laminate on each side shall consist of a 0.75 mil (0.00075") layer of hot LPDE, poly-fusing the "sandwich" without use of adhesives.

2.14 AUTOMATIC CONTROL SYSTEM

An independent Station Controller: Furnish a solid state controller, as specified on the plans. Each station shall be capable of timing from zero (0) minute to 99 minutes per station in one (1) minute increments.

Each station shall be capable of operating two (2) 7VA electric valve-in-head solenoids.

The stand-alone controller shall have two (2) possible programs.

The stand-alone controller shall provide global percentage increase/decrease (water budget) for all stations simultaneously, from ten (10) to two hundred (200) percent, in ten (10) percent increments.

All stations shall be able to be turned on/off manually by operating timing mechanism or by manual switch at station output.

The stand-alone controller shall incorporate an integral MOV surge protection into the terminal block for each of its 24 VAC field wire outputs. Controller power input wires will also incorporate surge protection.

The control panel shall provide continuous display time. It shall have alphanumeric displays of descriptive English menus and legend identifiers with cursor selection of function and precision value adjustment by rotary dial input.

The stand-alone controller shall be UL listed and FCC approved.

The stand-alone controller shall have 117 VAC, 60 Hz input, 26.5 VAC, 60 Hz output for operating 24 VAC solenoids.

The stand-alone controller cabinet shall be a lockable and weather-resistant outdoor cabinet. Mount as noted on plans.

The controller shall be equipped with lightning protection, by the Contractor, on both the primary (120v) and each secondary (24v) circuit. The controller circuits shall be grounded to a copper clad grounding rod located at each controller.

The controller shall be equipped for a water conservation device, as specified.

PART III: EXECUTION

3.01 INSPECTION

The Contractor shall examine the areas and conditions under which landscape irrigation system is to be installed and notify the Landscape Architect in writing of conditions detrimental to the proper and timely completion of the work. The Contractor shall proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Landscape Architect.

3.02 PREPARATION

The Contractor shall provide sleeves to accommodate piping under walks or paving. The Contractor shall coordinate with other trades and install to accurate levels prior to paving work. Cutting and patching of paving and concrete will not be permitted. The Contractor shall maintain all warning signs, shoring, barricades, flares and red lanterns, as required by any local codes, ordinances or permits.

3.03 TRENCHING AND BACKFILLING

- A. Excavation: The Contractor shall stake out the location of each run of pipe, sprinkler heads, sprinkler valves and isolation valves prior to trenching. Excavation shall be open vertical construction sufficiently wide to provide free working space around the work installed and to provide ample space for backfilling and tamping. Trenches for pipe shall be cut to required grade lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. The bottom of the trenches shall be free of rock or other sharp edged objects. Minimum cover shall be as follows:

Pipe and Pipe Depth

Pressure Mainline	18" at top of pipe from Finish Grade
Lateral Piping (PVC)	12" at top of pipe from Finish Grade
Lateral Piping (copper)	12" at top of pipe from Finish Grade
Control Wiring	Side of main line

- B. Minimum Clearances: All pipelines shall have a minimum clearance of six inches from each other and from lines of other crafts. Parallel lines shall not be installed directly over one another. No lateral line shall be installed in the main-line trench.

3.04 INSTALLATION OF PIPING

- A. PVC Pipe and Joints: The Contractor shall not install solvent weld pipe when air temperature is below 40° F. Installation shall be in accordance with the manufacturer's instructions.
1. Only the solvent recommended by the pipe manufacturer shall be used. All PVC pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer, and it shall be the Contractor's full responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.

3.05 BACKFILLING PROCEDURES

- Initial backfill on PVC lines shall be pulverized native soil, free of foreign matter. Within radius of 4' of the pipe shall be clean soil or sand. Plant locations shall take precedence over sprinkler and pipe locations. The Contractor shall coordinate the location of trees and shrubs with the routing of lines and final head locations.

- A. Backfill and Compaction: The Contractor shall leave trenches slightly mounded to allow for settlement after the backfilling is completed. The Contractor shall clean the site of the work continuously of excess waste materials as the backfilling progresses, and leave in a neat condition. No trenches shall be left open for a period of more than 48 hours. Protect open trenches as required.

The Contractor shall carefully backfill excavated materials approved for backfilling, consisting of earth, loam, sand, and other approved materials, free of rock and debris over 1" in size. Backfill shall be compacted to original density of surrounding soil without dips, sunken areas, or irregularities.

The Contractor shall conform to DOT requirements for methods and required compaction percentages, for roads and paving.

The Contractor shall hand place the first 4' of backfill (or to top of pipe) and have it walked on so as to secure the position of the pipe and wire.

No wheel rolling will be allowed. The Contractor shall remove rock or debris extracted from backfill materials and dispose of waste. The Contractor shall fill any voids left in backfill with approved backfill materials.

- B. Existing Lawns: Where trenching is required across existing lawns, uniformly cut strips of sod 6' wider than trench. The Contractor shall remove sod in rolls of suitable size for handling and keep moistened until replanted. The Contractor shall replant sod within 48 hours after removal, roll and water generously. The Contractor shall reseed any areas not in healthy condition equal to adjoining lawns 10 days after replanting.

- C. Seeded Area: Trenching will be required across existing seeded areas, primarily roadway edging. The Contractor shall conform to the requirements of seeding, Section 02430 for the reseeding of the disturbed trench area.

- D. Pavements: Jack and bore or directional bore piping under paving materials as per local regulatory codes. No cutting and patching of pavement will be permitted.

3.06 VALVES

- A. Isolation Valves: Shall be sized corresponding to adjacent pipe size. Specified valve boxes shall be installed flush with finish grade in such a manner that surface forces applied to their exposed area will not be transmitted to the piping in which the valve is installed nor any other piping, wiring or other lines in the vicinity of said valves.
- B. Gate Valves: Install where shown, in valve boxes.
- C. Electric Control Valves: Shall be installed in specified valve boxes. The valve shall have 6" of 3/4" pea gravel installed below the bottom of the valve. If the valve box does not extend to the base of the valve, a valve box extension shall be installed. Electric control valves shall be installed where shown and grouped together where practical. The Contractor shall place no closer than 24" to walk edges, bikeway edges, buildings and walls. The Contractor shall adjust the valve to provide flow rate or rated operating pressure required for each sprinkler circuit.

3.07 CONDUIT AND SLEEVES

- A. Conduit and Sleeves for Control Wiring and Main/Lateral Pipe: The Contractor shall provide and install where necessary. Contractor shall coordinate locations of previously installed sleeving with the General Site Contractor.

The Contractor shall coordinate installation of sleeves with work of other disciplines.

3.08 CONTROLS

- A. The Contractor shall connect electric control valves to controllers in a clockwise sequence to correspond with station settings beginning with Station 1, 2, 3, etc. Automatic controllers shall be provided and installed by the Contractor as noted on the drawings. All zones will be labeled on the controller.
- B. Controllers shall be equipped with lightning protection and grounded to a standard 5/8" copper clad steel ground rod driven a minimum of 8' into the ground and clamped.
- C. The electrical service to the controllers shall be performed by an electrical subcontractor in compliance with NEC requirements.

3.09 CONTROL WIRE

- A. Control wiring between the controller and electric valves shall be buried in main line trenches or in separate trenches. Electrical connection at valve will allow for pigtail as aerisoid can be removed from valve with sufficient slack to allow ends to be pulled 12" above ground for examination and cleaning.
- B. An expansion loop shall be provided at every valve at 100' e.c. Expansion loop shall be formed by wrapping wire at least eight times around a 3/4" pipe and withdrawing pipe.
- C. The wire shall be bundled and taped every ten feet. The wire shall be laid in the trench prior to installing the pipe being careful to install wire beneath and 6" to the side of the main pipe line.
- D. Electrical connections to electric control valves shall be made with Rainbird Pen-Tite or Techdel GT-3-6055 - Tite connections or equal.

Power Connections: Electrical connections to power and signal wires shall be made using 3M 82-42 power cable splice kits.

3.10 SPRINKLER HEADS

A. General Provisions:

1. Sprinkler heads shall be installed as designated on the shop drawings. Heads shall be installed on flexible PVC. Top to be flush with finish grade or top of curb.
2. Spacing of heads shall not exceed the maximum indicated on the shop drawings (unless directed by the Landscape Architect). In no case shall the spacing exceed the maximum recommended by the manufacturer.

B. Head Types:

1. Pop-up Rotary Sprinkler Heads: Shall be installed on flex joint and be set with top of head flush with finish grade. Heads installed at curb shall have 6" to 10" between perimeter of head and concrete. Heads placed at edge of pavement having no curb shall be installed 24" from edge of pavement.
2. Spray Pop-up Sprinkler Heads: Shall be installed on flexible PVC and be set with top of head flush with finished grade. Sprinkler heads placed adjacent to curbs will be installed 9" from concrete. Sprinkler heads placed adjacent to pavement having no curb shall be installed 24" from the edge of pavement.

3.11 COMPLETION

- A. Flushing: Before sprinkler heads are set, the Contractor shall flush the lines thoroughly to make sure there is no foreign matter in the lines.
- The Contractor shall flush the main lines from dead end fittings for a minimum of five minutes under a full head of pressure.

- B. Testing: The Contractor shall notify Landscape Architect and Owner forty-eight (48) hours in advance of testing.

Prior to backfilling of main line fittings, Contractor shall fill the main line piping with water, in the presence of the Owner/Landscape Architect, taking care to purge the air from it by operating all the sprinkler control valves one or more times and/or such other means as may be necessary. A small, high pressure pump or other means of maintaining a continuous water supply shall be connected to the main line and set so as to maintain 100 PSI in the main line system for two (2) hours without interruption. When this has been accomplished and while the pressure in the system is still 100 PSI, leakage testing shall be performed in accordance with AHHHA Standard C-600. Pressure readings shall be noted and make up water usage shall be recorded. Should the rate of make up water usage indicate significant leakage, the source of such leakage shall be found and corrected and the system then retested until the Owner/Landscape Architect is satisfied that the system is reasonably sound. Lateral line testing shall be conducted during the operating testing of the system by checking visually the ground surface until no leaks in this portion of the system are evident. Leaks shall be repaired or paid for by the Contractor at any time they appear during the warranty period.

- C. Adjustment and Coverage of System: Coordinate pressure testing with adjustments and coverage test of system as both may occur at the same time. The Contractor shall balance and adjust the various components of the system so that the overall operation of the system is most efficient. This includes a synchronization of the controllers, adjustments to pressure regulators, pressure relief valves, port circle sprinkler heads, and individual station adjustments on the controllers.

3.12 WARRANTY

- A. The Contractor shall fully warrant the landscape irrigation system for a period of one (1) year after the written final acceptance and will receive a written confirmation from the Landscape Architect that the warranty period is in effect.
- B. During the warranty period, the Contractor will enforce all manufacturer's and supplier's warranties as if made by the Contractor himself. Any malfunctions, deficiencies, breaks, damages, disaster, or other disorder due to materials, workmanship, or installation by the Contractor and his suppliers shall be immediately and properly corrected to the proper order as directed by the Owner and/or Landscape Architect.
- C. Any damages caused by system malfunction shall be the responsibility of the Contractor who shall make full and immediate restoration for said damages.

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MIAMI SHORES VILLAGE
FL

SHEET NUMBER
L-352

NOVA PROJECT
044418154
03/05/2025
SCALE AS SHOWN
DESIGNED BY NR
DRAWN BY TH
CHECKED BY TH
DATE 03/05/2025

LICENSED PROFESSIONAL
THOMAS C. HARRIS, P.E.

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
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WWW.KIMLEY-HORN.COM REGISTRY NO. 37056

NO
REVISIONS
DATE
BY

EXHIBIT C

PERMIT REQUIREMENTS

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM"), also known as the "Design Manual", Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The RECIPIENT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.
2. The RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is Nathalie Cordero, Grant Coordinator at Florida Department of Transportation located at 1000 NW 111th Avenue, Room 6251, Miami, FL 33172, Telephone number (305) 470-5287, Email address nathalie.cordero@dot.state.fl.us.
3. The RECIPIENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The RECIPIENT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the RECIPIENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The RECIPIENT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The RECIPIENT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the RECIPIENT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

8. The RECIPIENT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
9. The RECIPIENT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.
11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the RECIPIENT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the RECIPIENT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.
15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the RECIPIENT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at (305) 470-5201.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Cynthia Turcios

Florida Department of Transportation Public Information Office

1000 NW 111th Avenue, Room 6134

Miami, FL 33172i, Florida

Phone (305) 470-5225

EXHIBIT “B”

Contract Number _____

FM No. 000000-0-00-00
FEID No: 00-00-0000000

THIS AGREEMENT, entered into this ___ day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and Miami Shores Village, political subdivision of the State of Florida, located at 10050 Northeast 2nd Avenue Miami Shores, Florida 33138, hereinafter called the RECIPIENT.

WITNESSETH

WHEREAS, the DEPARTMENT and the RECIPIENT are desirous of having the RECIPIENT make certain improvements in connection with **Financial Management (FM) Number 454228-1-74-01** for landscape improvements in Miami Shores Village County, Florida, located at US 1/BISCAYNE BOULEVARD FROM NE 91 STREET TO NE 104 STREET, herein after referred to as the Project. Refer to **Exhibit “A”** for a detailed Scope of Services and **Exhibit “B”** for a set of Project Plans attached hereto and made a part hereof; and

WHEREAS, the Department is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Florida Legislature has appropriated the amount of \$131,760.00 in Fiscal Year 2026 to the Department in order to provide funding for highway beautification programs through a certified Florida Beautification Grant at the local level; and

WHEREAS, the improvements are in the interest of both the RECIPIENT and the DEPARTMENT and it would be more practical, expeditious, and economical for the RECIPIENT to perform such activities; and,

WHEREAS, the RECIPIENT by Resolution No. 2023-33 adopted on September 19, 2023, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement as **Exhibit “G”**.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The RECIPIENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.
3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the RECIPIENT at no extra cost.
4. The RECIPIENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The RECIPIENT will make best efforts to obtain the DEPARTMENT’S input in its decisions.
5. The DEPARTMENT agrees to compensate the RECIPIENT for activities as described in **Exhibit “B”**. The total cost of the Project is estimated at \$131,760.00. The DEPARTMENT agrees to pay up to a maximum amount of \$131,760.00 for actual costs incurred. The RECIPIENT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the RECIPIENT. The RECIPIENT acknowledges and agrees that the DEPARTMENT’S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.

6. This Agreement and **Exhibit "C"**, attached hereto and made a part hereof shall act to supersede the normal requirements of the RECIPIENT to secure a separate DEPARTMENT landscape permit and this agreement is deemed to constitute such permit. The DEPARTMENT shall retain any rights in relation to the RECIPIENT as if it has issued a permit.
7. The RECIPIENT shall:
 - (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the RECIPIENT during the term of the contract; and
 - (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
8. The RECIPIENT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended unless otherwise approved by the DEPARTMENT in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this project.

☐ **CEI Requirement (Check where applicable)**

9. Construction Engineering Inspection (CEI) services will be provided by the RECIPIENT by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel. The RECIPIENT is hereby precluded from having the same consultant firm providing design services.
10. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the RECIPIENT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
11. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the RECIPIENT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or 07/31/2026, whichever occurs first. The DEPARTMENT and RECIPIENT may agree to extend this Agreement in writing. The RECIPIENT shall delegate signature authority for the RECIPIENT to County Administrator.
12. The RECIPIENT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit "D"** Deliverables, attached hereto and made a part hereof. The RECIPIENT will need DEPARTMENT approval, in writing, if deviating from these deliverables and the Landscape Plans as shown in **Exhibit "B"** when approved by the DEPARTMENT.

As limited by paragraph number 5, the RECIPIENT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The RECIPIENT will submit a written progress report by the 15th day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installed at the Project site. Upon completion of all outstanding contractors' deficiencies (punch-list items), the RECIPIENT will notify the DEPARTMENT'S District Landscape Architect who is responsible for the review and acceptance of the landscape improvements contemplated in this Agreement.

13. Upon completion, and authorized by this Agreement, the RECIPIENT shall notify the DEPARTMENT in writing of the completion for all design work that originally required certification by a Registered Landscape Architect. This notification shall contain a Landscape Architect's Certification of Compliance Letter, signed and sealed by a Registered Landscape Architect. The certification letter shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 11 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
14. The RECIPIENT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as **Exhibit "E"**.
15. Upon completion and certification of the Project, the RECIPIENT must submit the Final Invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which may follow the 365 day warranty period. Invoices submitted after the 180 day time period may not be paid.
16. There shall be no reimbursement for travel expenses under this Agreement.
17. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the RECIPIENT is unsatisfactory, the Department shall notify the RECIPIENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The RECIPIENT shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the RECIPIENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the RECIPIENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the RECIPIENT resolves the deficiency. If the deficiency is subsequently resolved, the RECIPIENT may bill the Department for the retained amount during the next billing period. If the RECIPIENT is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term.
18. Invoices shall be submitted by the RECIPIENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "B"** and **Exhibit "D"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
19. Supporting documentation must establish that the deliverables were received and accepted in writing by the RECIPIENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 12 has been met.
20. The RECIPIENT understands and agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to understand and comply with Section 20.055(5), Florida Statutes.
21. RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The RECIPIENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or

services shall take no longer than (20) twenty working days. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

22. If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the RECIPIENT. Interest penalties of less than one (1) dollar will not be enforced unless the RECIPIENT requests payment. Invoices that have to be returned to a RECIPIENT because of RECIPIENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
23. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for RECIPIENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
24. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the RECIPIENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
25. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”
26. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Recipient, as a “nonstate entity” as defined by Section 215.97(2)(n), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “F”** to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- ii) In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii) If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient’s fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
- iv) Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v) Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters

10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi) The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii) Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
 - viii) As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- (c) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
 - (d) The RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the RECIPIENT in conjunction with this Agreement. Failure by the RECIPIENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

27. The RECIPIENT warrants that it has not employed or obtained any company or person, other than bona fide employees of the RECIPIENT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the RECIPIENT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
28. The Agreement affirms that RECIPIENT is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The RECIPIENT agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
29. The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The RECIPIENT further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

30. CLAIMS: When the Department received notice of a claim for damages that may have been caused by the RECIPIENT in the performance of services required under this Agreement, the Department will immediately forward the claim to the RECIPIENT.
31. In a contract executed between the RECIPIENT and one or more contractors arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law the RECIPIENT's contractor shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

In a contract executed between the RECIPIENT and one or more consultants arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law, the RECIPIENT's consultant shall indemnify and hold harmless the RECIPIENT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and RECIPIENT'S sovereign immunity.

32. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The RECIPIENT agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.
33. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document except the Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the RECIPIENT which is included as **Exhibit "E"**. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

FLORIDA DEPARTMENT OF TRANSPORTATION
BEAUTIFICATION GRANT

650-050-10
PRODUCTION SUPPORT
OGC - 07/17

34. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

State of Florida Department of Transportation
1000 NW 111th Avenue, Room 6251
Miami, FL 33172

Attention: Nathalie Cordero

Title: Project Manager/Grant Coordinator

A second copy to: Monica Rodriguez, DLM

If to the RECIPIENT:

Miami Shores Village Public Works
10050 Northeast 2nd Avenue
Miami Shores, FL 33138

Contact: Jorge Loo

Title: Project Manager

With a copy to: Delroy Peters, Public Works Director

35. LIST OF EXHIBITS

Exhibit A: Scope of Services
Exhibit B: Project Plans
Exhibit C: Permit Requirements
Exhibit D: Deliverables
Exhibit E: Landscape Maintenance Memorandum of Agreement
Exhibit F: State Financial Assistance (Florida Single Audit Act)
Exhibit G: Agency Resolution

IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes specified herein.

Authorization has been given to enter into and execute this Agreement by Resolution _____, hereto attached.

BOARD OF COUNTY COMMISSIONERS
Miami Shores Village

BY: _____

Authorized Signature

NAME: _____

(Print/Type)

TITLE: _____

(Print/Type)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

Authorized Signature

NAME: _____

(Print/Type)

TITLE: _____

(Print/Type)

DATE: _____

ATTEST: _____

TITLE: _____

Print Name Ysabely Rodriguez



ATTEST: _____

(SEAL)

TITLE: _____

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Miami Shores Village, Attorney

LEGAL REVIEW:

Office of the General Counsel (Date)

EXHIBIT A
SCOPE OF SERVICES

The RECIPIENT (Miami Shores Village Board of County Commissioners) agrees to make certain landscape improvements on US 1/BISCAYNE BOULEVARD FROM NE 91 STREET TO NE 104 STREET, **Florida**, and will subsequently furnish, construct, and inspect the landscape as shown in the plans and specifications prepared by Kimley-Horn, **dated 03/06/2025**. The following conditions shall apply:

- (a) The current Florida Department of Transportation Design Standard Index 546 must be adhered to.
- (b) Lateral offset as specified in the Design Manual or Plans Preparation Manual.
- (c) Landscape materials shall not obstruct roadside signs or the outdoor advertising view zones for permitted outdoor advertising signs per Florida Statutes 479.106.
- (d) Landscape materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.
- (e) Should the RECIPIENT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the RECIPIENT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the RECIPIENT'S responsibility.
- (f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards.
- (g) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the approved Maintenance of Traffic Plan (see **Exhibit B**). The party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at (305) 470-5225 at least 48 hours in advance.
- (h) The RECIPIENT shall be responsible to clear all utilities within the Project limits.

EXHIBIT C

PERMIT REQUIREMENTS

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM"), also known as the "Design Manual", Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The RECIPIENT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the RECIPIENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The RECIPIENT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.
2. The RECIPIENT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The RECIPIENT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is Nathalie Cordero, Grant Coordinator at Florida Department of Transportation located at 1000 NW 111th Avenue, Room 6251, Miami, FL 33172, Telephone number (305) 470-5287, Email address nathalie.cordero@dot.state.fl.us.
3. The RECIPIENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The RECIPIENT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the RECIPIENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The RECIPIENT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The RECIPIENT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the RECIPIENT, except as may otherwise be provided in separate agreements. The RECIPIENT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the RECIPIENT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The RECIPIENT shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S property, including but not limited to, DEPARTMENT RIGHT-OF-WAY.

8. The RECIPIENT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
9. The RECIPIENT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the RECIPIENT. The RECIPIENT shall bear all construction delay costs incurred by the DEPARTMENT.
11. The RECIPIENT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
12. The RECIPIENT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The RECIPIENT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by RECIPIENT and DEPARTMENT personnel. Upon completion of construction, the RECIPIENT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the RECIPIENT shall remove its presence, including, but not limited to, all of the RECIPIENT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the RECIPIENT. The RECIPIENT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the RECIPIENT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the RECIPIENT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the RECIPIENT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the RECIPIENT's sole cost and expense, without DEPARTMENT liability to the RECIPIENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the RECIPIENT with an invoice for the costs incurred by the DEPARTMENT and the RECIPIENT shall pay the invoice within thirty (30) days of the date of the invoice.
15. The RECIPIENT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The RECIPIENT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the RECIPIENT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at (305) 470-5201.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Cynthia Turcios

Florida Department of Transportation Public Information Office

1000 NW 111th Avenue, Room 6134

Miami, FL 33172i, Florida

Phone (305) 470-5225

EXHIBIT E

LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

PLEASE SEE ATTACHED

**FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE, IRRIGATION AND TURF
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH THE
VILLAGE OF MIAMI SHORES**

This **AGREEMENT**, entered into on _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **VILLAGE OF MIAMI SHORES**, a municipal corporation of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 5 (US-1) (Biscayne Boulevard) from NE 91st Street to NE 104th Street**, which is located within the limits of the **VILLAGE**; and
- B. The **VILLAGE** has drafted design plans for beautification improvements on **SR-5 (US-1) (Biscayne Boulevard) from NE 91st Street to NE 104th Street**, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The **VILLAGE** will install landscaping, irrigation and turf in accordance with the design plans (the "Project"), as approved by the **DEPARTMENT**; and
- D. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **VILLAGE**;
- E. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **VILLAGE's** responsibilities with regards to the maintenance of all the landscaping, irrigation and turf along the medians within the **PROJECT LIMITS**; and
- F. The **VILLAGE**, by Resolution No. 2023-33, dated September 19, 2023, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. **RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. **DEPARTMENT RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscaping, irrigation and turf (the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **VILLAGE** upon the **DEPARTMENT's** acceptance of the **VILLAGE's** work.

3. **VILLAGE'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **VILLAGE** shall be responsible for the maintenance of the same, at **VILLAGE's** sole cost and expense. The **VILLAGE** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the **VILLAGE** shall maintain the landscape in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards as may be amended from time to time. The **VILLAGE** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **VILLAGE's** maintenance obligations for all existing and proposed **IMPROVEMENTS**, along the medians, shall include but not be limited to:

3.1 **General Requirements:**

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

- b. Removing and disposing of all litter and any other debris resulting from the activities described by 3.1 through 3.2.

3.2 Landscape, Irrigation and Turf:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards, and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.
- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems as needed. Paying for all water use and all costs associated therewith.

- i. Removing and disposing of litter within the **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- j. Repairing all sidewalks inside and outside the **DEPARTMENT's** Right-of-Way damaged by the **IMPROVEMENTS**.
- k. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.2.A through 3.2.K.

Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **VILLAGE** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the Village Manager, to notify the **VILLAGE** of the maintenance deficiencies. From the

date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof, and invoice the **VILLAGE** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the VILLAGE: Village of Miami Shores
10050 Northeast 2nd Avenue
Miami Shores, Florida 33138
Attention: Village Manager/Mayor

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION, ADJUSTMENT OF THE IMPROVEMENTS

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. The **DEPARTMENT** shall notify the **VILLAGE** as soon as practicable of any such removal, relocation or adjustment of the **IMPROVEMENTS**. This notification is not

subject to the notice provisions of Paragraph 5 of this **AGREEMENT**. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **VILLAGE's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the Project Limits.

7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

8. TERMS

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.
- b. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

- c. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- d. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- e. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- f. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
- l. The **VILLAGE** is a municipal corporation, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **VILLAGE's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall:

(a) promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, reasonable costs, damages, judgments, claims, demands, liabilities, reasonable attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE's** negligent exercise or of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any negligent act, negligent action, negligence or omission by the **VILLAGE**, its officers, agents, employees or representatives in the performance of this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the **DEPARTMENT**; and

(b) pay all reasonable costs and fees related to this obligation and its enforcement by the **DEPARTMENT**.

The **VILLAGE's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **VILLAGE** of a claim shall not release the **VILLAGE** of the above duty to defend and indemnify the **DEPARTMENT**.

The **VILLAGE's** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the

highest appeal is exhausted, specifically finding the **DEPARTMENT** was negligent shall excuse performance of this provision by the **VILLAGE**.

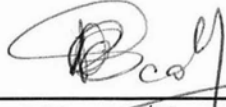
The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

IN WITNESS WHEREOF, the PARTIES hereto have caused these presents to be executed the day and year first above written.

VILLAGE OF MIAMI SHORES:

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION:

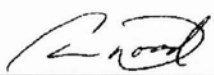
BY: 
Village Mayor/Manager

BY: _____
District Director of
Transportation Operations

ATTEST:  (SEAL)
Village Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: 
Village Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the landscape, irrigation and turf to be maintained under this **AGREEMENT**.

State Road Number: 5 (US-1) (Biscayne Boulevard)

Agreement Limits: NE 91st Street to NE 104th Street

County: Miami-Dade

EXHIBIT 'B'

VILLAGE OF MIAMI SHORES RESOLUTION

To be herein incorporated once adopted by the **VILLAGE** Council.

RESOLUTION NO. 2023-33

A RESOLUTION OF THE MIAMI SHORES VILLAGE COUNCIL
AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND
ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A
BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND
MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, Miami Shores Village, as "*The Village Beautiful*" continues to beautify and improve various rights of way by landscaping within Miami Shores Village; and

WHEREAS, the Miami Shores Village Council wishes to authorize the Village Manager to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between Miami Shores Village and the Florida Department of Transportation.

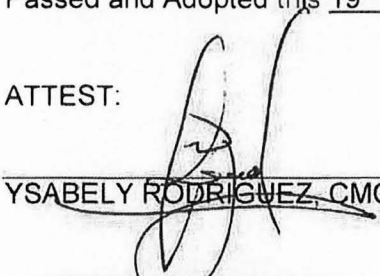
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MIAMI SHORES VILLAGE COUNCIL, that:

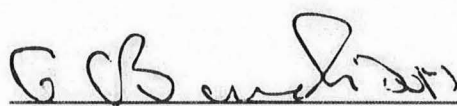
Section 1. The Miami Shores Village Council hereby authorizes the Village Manager to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between Miami Shores Village and the Florida Department of Transportation, in a form approved by the Village Attorney.

Section 2. This resolution shall take effect immediately upon adoption.

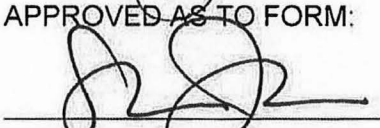
Passed and Adopted this 19TH day of September, 2023.

ATTEST:


YSABELY RODRIGUEZ, CMC, VILLAGE CLERK


GEORGE E. BURCH, MAYOR

APPROVED AS TO FORM:


WEISS SEROTA HELFMAN COLE & BIEMAN P.L.
VILLAGE ATTORNEY



FINAL VOTES AT ADOPTION	
Council Member Jerome Charles	<u>Yes</u>
Council Member Sandra Harris	<u>Yes</u>
Council Member Daniel Marinberg	<u>Yes</u>
Vice-Mayor Jesse Valinsky	<u>Yes</u>
Mayor George Burch	<u>Yes</u>

EXHIBIT F

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL

CSFA Number: 55.003

***Award Amount:** \$ 0

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT G

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 2023-33

A RESOLUTION OF THE MIAMI SHORES VILLAGE COUNCIL
AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND
ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A
BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND
MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, Miami Shores Village, as "*The Village Beautiful*" continues to beautify and improve various rights of way by landscaping within Miami Shores Village; and

WHEREAS, the Miami Shores Village Council wishes to authorize the Village Manager to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between Miami Shores Village and the Florida Department of Transportation.

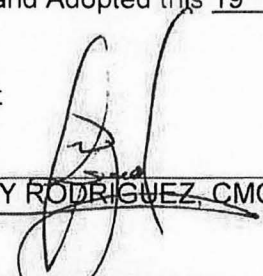
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MIAMI SHORES VILLAGE COUNCIL, that:

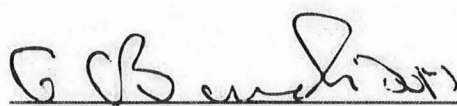
Section 1. The Miami Shores Village Council hereby authorizes the Village Manager to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between Miami Shores Village and the Florida Department of Transportation, in a form approved by the Village Attorney.

Section 2. This resolution shall take effect immediately upon adoption.

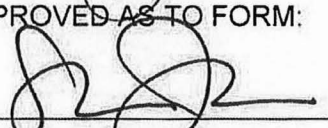
Passed and Adopted this 19TH day of September, 2023.

ATTEST:


YSABELY RODRIGUEZ, CMC, VILLAGE CLERK


GEORGE E. BURCH, MAYOR

APPROVED AS TO FORM:


WEISS SEROTA HELFMAN COLE & BIERNAN P.L.
VILLAGE ATTORNEY



FINAL VOTES AT ADOPTION	
Council Member Jerome Charles	<u>Yes</u>
Council Member Sandra Harris	<u>Yes</u>
Council Member Daniel Marinberg	<u>Yes</u>
Vice-Mayor Jesse Valinsky	<u>Yes</u>
Mayor George Burch	<u>Yes</u>

RESOLUTION NO. 2025-24

A RESOLUTION OF THE VILLAGE COUNCIL OF MIAMI SHORES VILLAGE, FLORIDA, APPROVING THE LANDSCAPE, IRRIGATION, AND TURF MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI SHORES VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (the "Department") has jurisdiction over State Road 5 (U.S. 1/Biscayne Boulevard) from NE 91st Street to NE 104th Street, which is located within the limits of Miami Shores Village (the "Village"); and

WHEREAS, the Village has prepared design plans for beautification improvements within the referenced project limits, including the installation of landscaping, irrigation, and turf (the "Project"); and

WHEREAS, the Department has approved the Village's beautification plans for the Project, and the Village has agreed, pursuant to the Landscape, Irrigation, and Turf Maintenance Memorandum of Agreement (the "Agreement"), to be responsible for the ongoing maintenance of all landscaping, irrigation, and turf improvements within the Project limits; and

WHEREAS, the Village Council desires to approve the Agreement with the Department, attached hereto as Exhibit "A," and authorizes the Village Manager to execute the Agreement, in a form approved by the Village Attorney, for the implementation of the Project; and

WHEREAS, the Village Council finds that entering into this Agreement is in the best interests of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF MIAMI SHORES, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval. The Village Council hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A," for the Project.

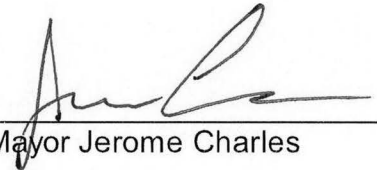
Section 3. Authorization. The Mayor and Village Council hereby authorizes the Village Manager to execute the Agreement, in a form approved by the Village Attorney.

Section 4. Implementation. That the Village Manager is authorized to take any action necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption.

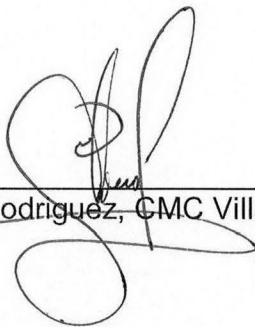
PASSED AND ADOPTED this 1 day of July, 2025.





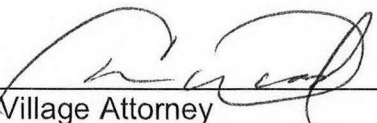
Mayor Jerome Charles

ATTEST:



Ysabely Rodriguez, CMC Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Village Attorney

Weiss Serota Helfman Cole & Bierman P.L.