INVITATION TO BID

ITB #2024-04-01 MIAMI SHORES VILLAGE
SHORES ESTATES SEPTIC TO SEWER PROJECT

Dear Potential Bidder:

Miami Shores Village, Florida (Village) is actively a seeking qualified, experienced, and licensed contractor to submit sealed bids to furnish all labor, equipment, materials, supervision, and expertise for connecting residential properties within the Shores Estates subdivision situated in the northeast quadrant of the Village, adjacent to US 1 and south of Northeast 107th Street from septic tanks to sewer, in accordance with the plans and specifications for this project, and in accordance with the requirements stated herein, **no later than 2:30 PM** on **Friday, May 24, 2024,** for ***"ITB NO. 2024-04-01 - Shores Estates Septic to Sewer Project"***.

A portion of this Project will be funded by the State of Florida Department of Environmental Projection ("FDEP") Grant Agreement No. LPQ0023. The Grant Agreement includes compliance with all applicable laws and regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

A **non-mandatory pre-bid conference** will be held on **Thursday, April 18, 2024 at 10:30 a.m**. EDT, at Miami Shores Village Hall, 10050 N.E. 2nd Ave., Miami Shores, FL 33138. Contractors are encouraged to attend the pre-bid conference. There is not a scheduled visit to the site before or after the Pre-bid therefore, potential bidders are encouraged to conduct site visits on their own.

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website: https://www.msvfl.gov/departments/procurement/CurrentSolicitations

The 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, 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., Monday, May 13, 2024.** 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. **Friday, May 24, 2024 and** clearly marked in the lower left-hand corner on the outside of the envelope: ***"ITB NO. 2024-04-01 - Shores Estates Septic to Sewer Project".***

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 e-mailed 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.

Bidders shall submit one (1) original and two (2) copies 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 (or other format approved by the Village).

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 and 100% Performance and Payment Bonds will be required for award of this Contract, as further stipulated herein.

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.

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

SCHEDULE OF EVENTS

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

EVENT	DATE	TIME
Bid Advertisement	Saturday, April 6, 2024	5:00 p.m.
Non-mandatory pre-bid Meeting	Thursday, April 18, 2024	10:30 a.m.
Last Day for Receipt of Questions	Monday, May 13, 2024	5:00 p.m.
Bids Due	Friday, May 24, 2024	2:30 p.m.
Anticipated Village Council Award	TBD	TBD

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 ITB 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@msvfl.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 and 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 or 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, 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://www.miamishoresvillage.com/department/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 Village, 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 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.

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 Village, 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 Village, 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

Award will be made to the lowest responsive responsible bidder, quoting the lowest lump sum price for the product/service that will 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 TIE BREAKER:

Occasionally, bids end in a tie. When this occurs, the Village will take actions to break the tie based upon consideration of the following in the order listed:

1. Past Performance on similar projects.
2. Workload capacity (based on current volume of work).

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 INTENTIONAL LEFT BLANK

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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

1.26 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.

1.27 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."

1.28 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.

1.29 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 VILLAGE FLORIDA

1.31 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the extent provided by law, awarded Contractor shall indemnify, defend, and hold harmless the Village and the State of Florida, Department of Environmental Protection, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.

The foregoing indemnification shall not constitute a waiver of the Florida Department of Environmental Protection's or Village's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify Village for the negligent acts or omissions of Village, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Florida Department of Environmental Protection for the negligent acts or omissions of the Florida Department of Environmental Protection, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of the agreement.

1.33 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.

1.35 CLAIMS

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

1.36 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.

1.37 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.

1.38 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.

1.39 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.

1.40 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.

1.41 ACCESS TO RECORDS

The Consultant 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. In accordance with Subsection 20.055 (5)(c), F.S., the State, State Inspector General and FDEP and staff shall have access to any records, data, and other information of the Agency deemed necessary to carry out his or her duties. The Consultant 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 Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) 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 Village 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 VILLAGE, FLORIDA 33138

1.42 BEST INTEREST OF MIAMI SHORES VILLAGE

Miami Shores Village reserves the right to reject any and all submissions.

1.43 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 and Florida Department of Environmental Protection as "Certificate Holder" and "Miami Shores Village and Florida Department of Environmental Protection 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 and State of Florida Department of Environmental Protection 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. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits on the attached certificate of insurance.

d. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

C. 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.

D. 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.

E. 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, Old wick, 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.

1.44 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.

1.45 VILLAGE WEBSITE

The Village utilizes the following procedures for notification of bid opportunities: https://www.msvfl.gov/departments/procurement/DoingBusinesswiththeVillage

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.

1.46 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.

1.47 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.

1.48 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.

1.49 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.

1.50 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.

1.51 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.

1.52 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.

1.53 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.

1.54 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.

1.55 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 five (5) years from the expiration date of the Agreement and any extension thereof.

1.56 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.

1.57 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.

1.58 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.

1.59 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.

1.60 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.

1.61 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.

1.62 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.

1.63 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. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. 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.

E. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,

F. Florida Building Code (FBC).

G. 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.

1.64 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 and Village Ordinances 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 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the Village or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

1.75 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 30-day notice prior to any such reduction in budget.

1.76 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.

1.77 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, 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, 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.

1.78 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.

END OF SECTION

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 of the work.

b) A Labor and Material Payment Bond.

2.13 PRE-CONSTRUCTION MEETING

Soon after Bidder has been notified of award of ITB, 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 Bonds
d) Project Managers
e) Notice to Proceed
f) Shop drawings
g) Material deliveries
h) Village scheduled events affecting involved facility/site
i) Material samples for selection by Village of style, color, etc.

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 Works 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 Works.

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.

Failure to achieve Final Completion of this project within **one-hundred and eighty (180) calendar days** from **NTP** shall authorize the Village to charge and deduct from the Contract amount owed to the awarded Bidder a daily amount of **$200.00** will be deducted from any compensation due to the contractor as liquidated damages for each and every day which exceeds the deadline for completion. These amounts are not penalties but liquidated damages to the Village.

As an alternative to liquidated damages, the Village may instead notify the Bidder to cease work and proceed to complete the work in the manner deemed most appropriate by the Village. The total cost incurred by the Village to complete the project including, but not limited to, the cost of materials, rent, labor, equipment, supervision, and overhead shall be deducted from the originally awarded Bidder’s contract and any overage shall be charged to the Bidder.

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.

F. **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).

a. 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 sub grantees).

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.

2.34 RETAINAGE

Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by the Village including, but not limited to, the requirements set forth under Section 255.078, Florida Statutes. Each progress payment shall be reduced by five percent (5%) retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Village’s receipt of

acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20,

Florida Statutes.

The final five percent (5%) of the total Contract value shall only be released at the time of Final Payment following acceptance by the Village of project completion, correction of all incomplete or defective work by the Contractor and satisfaction of any damages incurred by the Village as a result of the Contractor's failure to satisfactorily complete the work

2.35 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING.

2.36

2.37 F.S. 287.05701: Bidders 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.

END OF SECTION

SECTION 3.0 SPECIFICATIONS

3.1 PURPOSE AND INTENT

Miami Shores Village, Florida (Village) is actively a seeking qualified, experienced, and licensed contractor (hereinafter referred to as the "Contractor") to submit sealed bids to furnish all labor, equipment, materials, supervision, and expertise for connecting residential properties in the Shores Estates subdivision from septic tanks to sewer.

The primary objective is to transition ninety-nine (99) residences and two commercial properties from septic systems to a gravity sewer system. This will be achieved through the construction of a comprehensive gravity sewer system and a corresponding public lift station. The area has numerous septic systems installed in the 1950s, creating a high potential for environmental contamination and a health risk to the public. The Shores Estate has a high priority for septic to sewer conversion due to current flooding and septic tank failure during high tides. Low-lying areas and a high-water table present difficult conditions for efficient on-site wastewater treatment. Many of the drain fields bordering the canal are lower than the water elevation in the adjacent canal, leading to potential drain field failure as the groundwater table rises.

Upon completion, the system will seamlessly integrate with the City of North Miami's sewer infrastructure, with subsequent management handed over to the city.

3.2 DESCRIPTION OF MIAMI SHORES VILLAGE

Miami Shores Village is vibrant community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village has a resident population of approximately 11,570 and was incorporated in1932.

3.3 BACKGROUND

The project focuses on the Shores Estates subdivision situated in the northeast quadrant of the Village, adjacent to US 1 and south of Northeast 107th Street, with the golf course to the west and the C-8 Canal (Biscayne Canal) to the south.

Key components of the project encompass the installation of an 8-inch Gravity Sewer Main spanning approximately four thousand five hundred sixty-one (4,561) linear feet, complemented by two thousand five hundred fifty-one (2,551) linear feet of 6-inch Sanitary lateral lines featuring cleanout and Wye elements. Additionally, the system comprises sixteen (16) manholes of varying depths, alongside the establishment of a new submersible pump station complete with a Valve Vault and Control Panel, along with necessary electrical service provision. Furthermore, a critical aspect involves connecting a 4-inch Force Main, spanning three hundred twenty-five (325) linear feet, to the existing City of North Miami Force Main situated on the eastern side of Biscayne Boulevard and NE 105th Street, necessitating the acquisition of an FDOT permit for the connection.

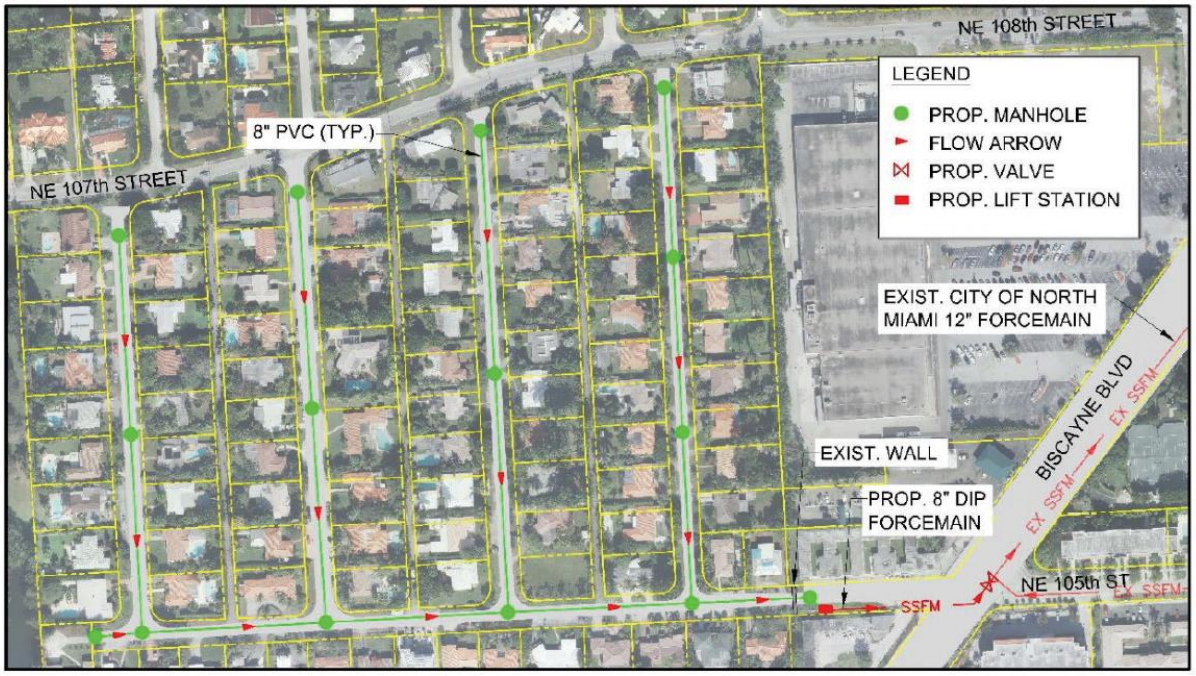
Moreover, the project scope extends beyond sewer infrastructure, encompassing roadway enhancements, pavement markings, and comprehensive site restoration across the project area. This multifaceted approach ensures the seamless integration of the new sewer system

into the existing urban landscape, enhancing both functionality and aesthetic appeal for the benefit of the community and its residents.

3.4 STATE FDEP FUNDING

A portion of this Project will be funded by the State of Florida Department of Environmental Projection ("FDEP") Grant Agreement No. LPQ0023. The Grant Agreement includes compliance with all applicable laws and regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

3.5 PROJECT LOCATION MAP



3.6 QUALIFICATIONS AND EXPERIENCE INCLUDING KEY PERSONNEL

To be considered for the award of this Solicitation, the bidder must demonstrate that it meets the qualifications and has the experience, capacity, and resources to successfully execute this Project. Any Bidder that fails to meet all the following requirements may be deemed "NON-RESPONSIVE". As part of their bid proposal, Bidders must submit documentation that demonstrates compliance with the following criteria:

A. Minimum Qualification Requirement "A" Sunbiz:

Bidders must be "Active" to do business in the State of Florida. Please submit Sunbiz report with your company registered as active. Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

B. Minimum Qualification Requirement "B" Licenses and Certification:

The Prime Bidder (Prime Contractor) and/or identified Sub-contractor must be licensed in the following disciplines in the state of Florida at the time of bid submittal:

a. FDOT MOT Certification
b. Septic Tank Contractor Registration
c. Plumbers License
d. Certified General Contractor
e. Certified Underground Utility and Excavation Contractor

Bidders must submit active proof of licensure as part of the bid proposal.

C. Minimum Qualification Requirement "C" Experience:

The Bidder, serving as Prime Contractor, must have completed three (3) contracts in Florida, preferably for government public agencies of similar size and scope as to the requested services outlined in this IFB within the past five (5) years.

D. Minimum Qualification Requirement "D" References:

Bidder shall provide three (3) references for competed projects on Form 5.7 Vendor Questionnaire similar in scope to the work to be performed under this Solicitation. At least two (2) projects must be for Pipeline Construction related construction of water or wastewater piping within the right-of-way.

Please note: The references provided must be for the projects listed in Bidder's response to Paragraph "C" above.

E. Minimum Qualification Requirement "E" Bonding Capacity Prime Contractor:

Provide documentation of your firm's total and single project bonding capacity in the amount of your bid total and the name and current financial rating (A.M. Best) of the surety company utilized by your firm, with a surety company with an A.M. Best rating of AA or better. Upon award, a Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within ten (10) days after receipt of Notification of Award. On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased. The bond must be recorded with Miami-Dade County.

3.7 SCOPE OF SERVICES

3.7.1 The work to be performed shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services and for the performance of all labor, work, or other operations required for the construction of septic to sewer improvements. All work for this project shall be completed within and from existing right of way.

3.7.2 The project involves the construction in accordance with the plans and specifications for this project, as specified in link:

https://kimley-horn.securevdr.com/share/getinfo/seabfb23680c842778f5f2574e8f8ce7b

3.7.3 The Bidder shall ensure smooth and efficient project planning, staffing, communication updates, and scheduling, through project completion, as required by the scope of services herein contained. Bidders shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the ITB requirements specified herein.

3.7.4 Bidder shall be responsible for ensuring it is in possession of all required permits prior to commencement of work, and maintaining permits throughout the contract award, as required. All costs associated with obtaining required permits shall be the responsibility of the awarded Bidder(s).

3.8 BID BOND AND PAYMENT & PERFORMANCE BONDS

All bids must be accompanied by a bid bond of 5% of the total bid amount submitted by the Bidder and the awarded Bidder shall be required to provide the Village with performance and payment bonds for 100% of the total awarded amount of the Contract. Moreover, all bonds must be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0935.

3.9 COMPLETION TIME:

3.9.1 Final completion of this project must be achieved within one-hundred and eighty (180) calendar days from the Village's issuance of Notice-to-Proceed (NTP). The Village seeks a contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If, in the opinion of the Village's project manager, the successful Bidder fails at any time to meet the requirements herein, including completion requirements, then the contract may be canceled upon written notice. Time is of the essence.

3.9.10 The awarded Contractor shall neither commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received along with the executed Contract and Purchase Order by the respondent from Village Project Manager or an authorized Village representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

3.10 SITE INSPECTION AND DUE DILIGENCE:

Bidders must carefully examine the project specifications, and exercise due diligence regarding any and all pre-existing conditions at the property project site which may in any manner affect the work to be performed under the Contract. No additional allowances shall be made due to the Bidder's lack of knowledge of the project requirements and site

resulting either directly or indirectly from the execution of the project by the awarded Bidder shall be repaired or replaced at the sole expense of the Bidder in a manner acceptable to the Village. Such properties may include, but are not limited to, roads, driveways, sod, walls, underground utilities, trees, landscaping, etc.

Prior to the commencement of Work, the awarded Bidder shall submit to the appropriate Village staff photographs and/or video recordings of any pre-existing damage to the roadways, driveways, tree trunks or limbs, approaches, sod, facilities, utilities, and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the Bidder. Failure to properly document such pre-existing conditions and to submit said documentation as required may render the Bidder liable to repair any such damage at no expense to the Village.

3.11 EQUIPMENT:

All contractor's vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Owned vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on Village, County, or State roads as a sub-contractor of the Village.

3.12 PRE-CONSTRUCTION MEETING

The awarded Contractor shall schedule a preconstruction meeting and site visit with Village staff prior to any work being performed. The date, time, and location shall be mutually agreed upon by the Village and the Contractor.

3.13 PERFORMANCE SCHEDULE

3.13.1 The Contractor shall commence performance within fourteen (10) days of receipt of Notice to Proceed.

3.13.2 This is a time sensitive project and by responding to this bid, the Contractor understands that all work performed shall be fully complete within one hundred fifty days of receipt of Notice to Proceed.

3.14 PROJECT COORDINATION & SCHEDULING

3.14.1 During the course of work, the Contractor shall be responsible for keeping the Village informed of the proposed work schedule. This includes any scheduled work that could impede operations. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.

3.14.2 The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum 24-hour notification to the Village is required. The Village reserves the right to deny the request without penalty.

3.15 HOURS OF WORK

3.15.1 The Contractor shall perform work between the hours 7:30 a.m. and 4:00 p.m., Monday through Saturday, or as restricted by the Village. This project has been approved for one shift installation operations. The working hours and phasing of work shall be worked out with the Project Manager.

3.15.2 Contractor will have to be flexible with work scheduling in order to not interfere with normal school operation, to include after hour or weekend work ifnecessary.

3.16 CLEAN UP

Contractor shall be responsible for the removal of all debris resulting from this project and restoration to any existing areas damaged by the contractor once the project is completed. All debris shall be disposed of at an authorized dumping facility. Site shall be made safe, and clean of debris at the end of each work day.

3.17 WARRANTIES

Contractor shall at his/her own expense, repair and replace all defective work which is found to be defective for a period of one (1) years from the date of acceptance of work by the Village. 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.

3.18 EMPLOYESS AND SUPERINTENDENT

3.18.1 Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

3.18.2 The successful contractor shall employ a competent English speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Contractor and all communications given to and all decisions made by the superintendent shall be binding on the Contractor.

3.18.3 The Contractor shall supply competent and physically capable employees and the Village is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

END OF SECTION

4.0 BID SUBMITTAL FORM THIS FORM IS REQUIRED

The bid amounts specified herein are for fixed 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.

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period: Addendum No._____, dated _____
Addendum No._____, dated _____

Addendum No._____, dated _____
(Add further Addenda as necessary)

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.

Item No.	Description	EST QTY	Unit	Unit Price	Total
General Conditions					
1	General Requirements (bonds, insurance, etc.)	1	LS	$	$
2	Mobilization/Demobilization	1	LS	$	$
3	Stormwater Pollution Prevention	1	LS	$	$
4	Maintenance of Traffic	1	LS	$	$
Sanitary Sewer					
5	8 inch PVC Gravity Sewer Main	4,561	LF	$	$
6	6 inch PVC Sanitary Lateral with Cleanout and Wye	2,551	LF	$	$
7	Sewer Manhole (3' to 6' deep)	7	EA	$	$
8	Sewer Manhole (6' to 8' deep)	4	EA	$	$
9	Sewer Manhole (8' to 12' deep)	3	EA	$	$
10	Sewer Manhole (12' to 14' deep)	1	EA	$	$
11	Sewer Manhole (14' to 16' deep)	1	EA	$	$
12	New Submersible Pump Station with Valve Vault and Control Panel	1	LS	$	$
13	New Electrical Service	1	LS	$	$
14	5/8 inch HDPE Water Service with RPZ and Hose Bib	1	LS	$	$
15	Pump Station Site Restoration	1	LS	$	$
16	4 inch DIP Force Main with Fittings, Open Cut	325	LF	$	$
17	4 inch Plug Valve	1	EA	$	$
18	Install Force Main Air Release Valve Assembly	1	EA	$	$
19	4 inch Check Valve	1	EA	$	$
20	Water Meter Relocation	3	EA	$	$
21	Connect to Existing Force Main	1	LS	$	$
Roadway Restoration					
22	Asphalt Overlay (Super Pave 9.5)	9,336	SY	$	$
23	Milling Existing Asphalt (Minimum Depth 1")	9,336	SY	$	$
24	Solid Traffic Stripe (24" White) - Thermoplastic	600	LF	$	$
25	Solid Traffic Stripe (12" White) - Thermoplastic	632	LF	$	$

26	Solid Traffic Stripe (6" Double Yellow) - Thermoplastic	150	LF	$	$
27	Solid Traffic Stripe (6" White) - Thermoplastic	182	LF	$	$
28	Solid Traffic Stripe (6" Yellow, 2-4 Skip) - Thermoplastic	68	LF	$	$
29	Retro-Reflective Pavement Markers	20	EA	$	$
30	White Directional Arrows - Thermoplastic	1	EA	$	$
Miscellaneous					
31	Permitting Allowance	1	ALLOWANCE	$ 15,000.00	$15,000.00

TOTAL ITEMS 1-30 $_____

WRITE OUT TOTAL AMOUNT BELOW IN DOLLARS AND CENTS:

_____

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.

SIGNATURE IS REQUIRED

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

5.0 REQUIRED FORMS

SUBMIT ALL FORMS WITH BID

5.1 Drug Free Workplace Program

5.2 Trench Safety Act

5.3 Bid Bond Form

5.4 Solicitation, Giving and Acceptance of Gifts Policy

5.5 Indemnification Clause

5.6 Sworn Statement Public Entity Crimes

5.7 Vendor Questionnaire

5.1 DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,_____(print or type name of firm) 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.

- Informs employees about the dangers of drug abuse in the work place, 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.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- 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.
- Makes a good faith effort to continue to maintain a drug free work place 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"

_____
Authorized Signature

_____
Date Signed

State of Florida
County of _____
Sworn to and subscribed before me this ____day of _____20___.
Personally known_____or Produced Identification _____
(Specify type of identification)

_____
Signature of Notary
My Commission Expires:_____

5.2 TRENCH SAFETY ACT

(90-96, Laws of Florida)

If this Project involves trench excavation that will exceed a depth of 5-feet, pursuant to Florida Statutes Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project. Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies that cost to be as summarized below.

	Trench Safety Measure (Description)	**Unit of Measure (LF/SF)**	**Unit (Quantity)**	**Unit Cost**	**Extended Cost**
A.					
B.					
C.					
D.					
				Total*	$

* Amount entered for Work Item – Trench Safety Act Compliance

Failure to complete the above may result in the bid being declared non-responsive.

Contractor agrees that the above safety compliances and costs are included in his bid package under bid item titled Trench Safety Act Compliance.

Signature of Bidding Contractor

5.3 BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ _____ as Principal, and _____ _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and authorized to do business in the State of Florida are held and firmly bound unto the OWNER (MIAMI SHORES VILLAGE), _____ in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

Bid # _____

Project Title: **SHORES ESTATES SEPTIC TO SEWER PROJECT**

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Village in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Village the difference between the amount specified in said bid and the amount for which the Village may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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

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

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

PRINCIPAL:

WITNESSES:

_____
Name of Firm

_____ _____ (Affix Seal)
Signature of Authorized Officer

_____ _____
Title

_____
Business Address

Signed, this _____ day of _____, 20__

.

SURETY:

WITNESS:

_____
Corporate Surety

_____ _____
Agent/Attorney in Fact

_____ _____
Business Address

_____
Business Phone Number

_____
Name of Local Insurance Agency

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

5.4 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

Miami Shores Village prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Village does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following: Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services, Forgiveness of indebtedness,
Transportation, lodging, or parking, Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

FIRM'S NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

Failure to sign this page may render your bid non-responsive.

5.5 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Village Council, Miami Shores Village and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2)is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Bidder's Name: _____

Signature:_____Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____who, after first being sworn by me, affixed
his/her [name of individual signing]

signature in the space provided above on this___day of_____, 20_____

_____
NOTARY PUBLIC

5.6 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),FLORIDA STATUTES, ONPUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Miami Shores Village, Miami Shores, Florida,

   By: _____
   (print individual's name and title)

   For: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

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

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime;or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

_____

Signature

Sworn to and subscribed before me this_____day_____, 20_____

Personally known _ OR Produced the following

identification_____

Notary Public – State of _____

_____
NOTARY PUBLIC

_____
(Printed Name)

My commission expires: _____

5.7 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

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 Statues 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: _____

ATTACHMENT "A"
SAMPLE AGREEMENT

SAMPLE AGREEMENT (DO NOT COMPLETE)

AGREEMENT No. (BID NUMBER)
BETWEEN
MIAMI SHORES VILLAGE AND (VENDOR NAME)

THIS AGREEMENT is made and entered into as of this____ day of_____ , 2024 by and between (Vendor Name) a corporation organized and existing under the laws of the State of Florida, having its principal office at (Vendor Address) (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, Florida 33138 (hereinafter referred to as the "VILLAGE"),

RECITALS

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. _____(Bid Number) (Solicitation Title)_____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 VILLAGE desires to procure from the CONTRACTOR such services for the VILLAGE, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

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

SAMPLE

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 additional 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.

SAMPLE

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 Council or if Village Council 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 CFR171.8 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, corrosively, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

SAMPLE

1.20 Holidays - Those designated non-work days as established by the Council of Miami Shores Village.

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 conditions 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.

SAMPLE

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: "(BID NO._____and Title_____)".

2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

PROJECT DESCRIPTION

The Work of the Contract comprises the (Project Titleand Description)_____.

The proposed modifications are located in Miami Shores Village, Florida, in an area located at (Project Location).

2.3 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 Frank Ruiz, Assistant, Public Works Director. 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.

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 Technical Specifications.

SAMPLE

4.6 Plans/Drawings

4.7 Bid Form and supplement Affidavits and Agreements.

4.8 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.

4.9 Invitation to Bid No._____Instructions to Bidders and Bid Bond.

4.10 Contractor's response to the Village's Invitation to Bid No._____dated_____, 2022.

4.11 Schedule of Completion and Schedule of Values.

4.12 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.

4.13 Any Additional documents that are required to be submitted under the Agreement.

4.14 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.,_____and the specifications prepared by the Village.

d. Contractor's response to the Village's Invitation to Bid No., _____, dated_____, 2022.

e. Schedule of Values.

f. Schedule of Completion.

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.

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

SAMPLE

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 Contractor recognizes that TIME IS OF THE ESSENCE. Each work order shall commence within_____calendar days of the date of the Notice to Proceed.

5.2 The Work shall be Substantially Completed within_____calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

5.3 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.

5.4 The initial contract term shall commence upon date of award by the Village and shall expire _____ year from that date. The Village reserves the right to extend the contract for _____additional year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village.

5.5 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Village as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by 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.

The parties expressly agree that the Contract Price which shall not exceed the amount of $_____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.

6.2 The Contract Price constitutes the compensation payable to Contractor for performing the

SAMPLE

Work plus any Work done pursuant to a Change Order. All duties responsibilities and obligations assigned to or undertaken by Contractor shall be at 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 on account of the Contract Price on the basis of 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.

7.2 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.

7.3 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' instructional and parts manuals are delivered to and accepted by the Village.

7.4 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 public construction 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.

SAMPLE

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 in Paragraphs 8.2, 8.3 and 8.4 above 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, 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 Contractor's 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 agrees that the superintendent's physical 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 in accordance with Article 17.

8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by

SAMPLE

the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 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.

8.9.2 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:

8.10.1 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 7:30 a.m. and 4:00 p.m., Monday through Saturday. The Contractor will not permit overtime work or the performance of work on Sunday or any legal holiday (designated by Miami Shores Village) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the Village with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the Village for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 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 t h e 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.

8.12 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.

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8.13 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 therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

8.14 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 Shores Village, County of Miami Dade, and State of Florida.

8.15 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.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or 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 or property owner.

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.

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.

8.16 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:

8.16.1 Flow of material and equipment from suppliers.

SAMPLE

8.16.2 The interrelated work with affected utility companies.

8.16.3 The interrelated work with the Village where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.

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

8.17 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.

8.18 Safety and Protection:

8.18.1 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:

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

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

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

8.18.2 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.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or

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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.

8.20 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.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the Village of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entitles 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.

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.

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.

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 "Village") 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 limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's 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.

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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.

8.22 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.

8.23 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 mechanic's or 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.

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 attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 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

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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 15 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.

8.25 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 this 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.

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.

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.

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.

8.26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTED CONTRACTS:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this

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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 *et seq.*).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

ARTICLE 9 – VILLAGE'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:

9.3.1 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.

9.3.2 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 date 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 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds:

The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and

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payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (I) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

10.1.1 Performance Bond: The Contractor shall execute and record in the public records of 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 Statues (2014) as may be amended or revised, as security for faithful performance and payment of all of the Contractors 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.

10.2 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 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Village.

10.3 Insurance

10.3.1 Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of coverage.

A. The Village is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the

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Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

B. The Contractor shall provide the Village an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the Village shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the Village,
(1) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the Village may carry in its own name.

C. Contractor shall as a condition precedent of this Agreement, furnish to Miami Shores Village, c/o Project Manager 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138. Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the Village.

10.3.3 Commercial General Liability

A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence	$1,000,000
Project Aggregate	$1,000,000
General Aggregate	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required:
Miami Shores Village included as an Additional Insured Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed
Operations Independent Contractors Owners

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and Contractors Protective Liability
Contractors Pollution Liability

10.3.4 Business Automobile Liability

A. Limits of Liability:
Bodily Injury and Property Damage - Combined Single Limit
All Autos used in completing the contract Including Hired, Borrowed or Non-Owned Autos

Any One Accident $1,000,000

B. Endorsements Required:
Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - $500,000

Any firm performing work on behalf of Miami Shores Village must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

10.3.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

10.3.7 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 Contractor's insurance must be provided by an A.M. Best's "A- "rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Village's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: MIAMI SHORES VILLAGE BID NUMBER MUST APPEAR ON EACH CERTIFICATE.

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

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

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certificates are not replaced with new or renewed certificates that cover the contractual period, the Village shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the Village.

B. 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 11 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 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.

11.1.1 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.

11.1.2 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.

11.1.3 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.

11.2 Tests and Inspections: The Contactor 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.

11.2.1 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 the Village's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

11.2.2 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.

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11.2.3 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.

11.3 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 for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 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 14 and 15.

11.4 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,

11.5 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.

11.6 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.

11.7 One Year Correction Period After Final Payment: If within one (1) 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 Village and in accordance with the 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.

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

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costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.8 Acceptance of Defective Work, Deductions: If, instead of requiring correction 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 a case, if acceptance occurs prior to the Project Manager'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.

11.9 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 in accordance with Paragraph 11.5, 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 materials 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 Village's right hereunder.

ARTICLE 12 – INDEMNIFICATION

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

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

12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the Village, its representatives, employees and elected and appointed officials 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, consultants 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,

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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.

12.2.2 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.

12.2.3 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 trails and appeals.

12.2.4 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 mechanic's 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.

12.2.5 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.

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ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the Village may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the Village and the Contractor.

13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Village.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by VILLAGE, shall be computed as follows:

14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily 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 and shall not include any of the costs itemized in Paragraph 14.2.

14.1.1 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, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

14.1.2 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.

14.1.3 Supplemental costs including the following:

14.1.3.1 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.

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14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordancewith 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.

14.1.3.3 Royalty payments and fees for permits and licenses.

14.1.3.4 The cost of utilities, fuel and sanitary facilities at the Worksite.

14.1.3.5 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.

14.1.3.6 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 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.

14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:

14.3.1 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, expediters, 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 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

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

14.3.3 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.

14.3.4 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.

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14.3.5 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.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the Village for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 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:

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

14.5.2 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.

14.6 Time for the Village to Approve Extra Work: Extra Work exceeding the cumulative amount of $25,000 for a specific project must be approved by the Village Council and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the Village Manager and Village Council. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 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

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(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.

15.2 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 in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the Village, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 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 16 – LIQUIDATED DAMAGES

16.1 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 Two Hundred Dollars ($200.00) 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. 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.

16.2 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

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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 17 – SUSPENSION OF WORK AND TERMINATION

17.1 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 14 and 15.

17.2 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 days' notice upon the occurrence of any one or more of the following events:

17.2.1 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.

17.2.2 If the Contractor makes a general assignment for the benefit of creditors.

17.2.3 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.

17.2.4 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.

17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.

17.2.6 If the Contractor repeatedly disregards proper safety procedures.

17.2.7 If the Contractor disregards any local, state or federal laws or regulations.

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

17.3 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 ion the Work all

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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.

17.3.1 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 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, 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.

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

17.4.1 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:

17.4.1.1 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.

17.4.1.2 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).

17.5 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

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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.

17.6 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.

17.7 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 18 – DISPUTE RESOLUTION

18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.

18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.

18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the Village Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the Village Manager. The Village Manager's decision shall be final and binding on the parties.

18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

18.1.4 During the dependency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress. The Work shall not be delayed or postpone pending resolution of any disputes or disagreements.

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18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLES 19 - NOTICES

19.1 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:

Village Manager's Office
Miami Shores Village Hall
10050 N.E. 2nd Avenue
Miami Shores, FL 33138
Telephone No. (305) 762-4851
Email: ScottE@msvfl.gov

Office of the Village Attorney
Miami Shores Village Hall
10050 N.E. 2nd Avenue
Miami Shores, FL 33138
Telephone No.

With copy to the: Project Manager
Miami Shores Public Works
10050 N.E. 2nd Avenue
Miami Shores, FL 33138
Telephone No. (305) 795-2210
Email: RuizF@msvfl.gov

To the Contractor:

_____
_____
_____

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 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

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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.

20.2 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 – GOVERNING LAW

21.1 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 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 22 – MISCELLANEOUS

22.1 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.

22.2 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.

22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent

SAMPLE

contractors 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.

22.4 The Village reserves the right to audit the records of the Contractor relating in any way 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.

22.5 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 in equity.

22.6 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.

22.7 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.

22.8 The CONTRACTOR understands the Village is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the Village are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by Village to CONTRACTOR pursuant to this Agreement shall at all times remain the property of Village, shall be returned to Village, and shall not be used by CONTRACTOR for any other purpose without the written consent of the Village. CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR.

SAMPLE

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, E-MAIL ADDRESS: RODRIGUEZY@MSVFL.GOV., AND MAILING ADDRESS: MIAMI SHORES VILLAGE HALL 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.

22.9 ORDER OF PRECEDENCE

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

Signature page to follow

SAMPLE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____

day of_____, 2024.

CONTRACTOR

_____
Signature

_____
Name

_____
Title

_____
Date

MIAMI SHORES VILLAGE

_____
Esmond K. Scott, Village Manager

_____
Date

Approved as to form and legal sufficiency:

_____
Village Attorney

Attest:

_____
Village Clerk (Village Seal)

SAMPLE

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, as Principal, hereinafter called CONTRACTOR, and, as Surety, are bound to the Miami Shores Village, Miami Shores, Florida, as Village, hereinafter called VILLAGE, in the amount of Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS CONTRACTOR has by written agreement entered into a Contract, awarded the ____day of_____, 2023, with Miami Shores Village for "***ITB No. 2024-04-01 Shores Estates Septic to Sewer Project***" in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the Village for: "***ITB No. 2024-4-01 Shores Estates Septic to Sewer Project"*** as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.

2. Indemnifies and pay Village all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per Section 2.29 SpecialConditions of the ITB and Article 16.0 of the Agreement) and actual damages caused or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs, and attorney's fees including attorney's fees incurred in appellate proceedings, that Village sustain because of default by CONTRACTOR under the Contract; and

3. Upon notification by Miami Shores Village corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever CONTRACTOR shall be, and declared by Village to be, in default under the Contract, the Village having performed their obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the Village elects, upon determination by the Village, and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a Contract between such Bidder and the Village, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to

pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by Miami Shores Village to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by Miami Shores Village to CONTRACTOR.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the Village named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 2024.

WITNESSES: _____

(Name of Corporation) _____

By: _____ _____

Secretary (Signature and Title)

(CORPORATE SEAL)

_____

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY: _____

_____

By:

*(Agent and Attorney-in-Fact)

_____

Street Address:

_____

(City/State/Zip Code)

Telephone No.: (_____)_____

* (Power of Attorney must be attached)

State of_____

County of_____

On this, the_____ day of_____, 2024 , before me, the undersigned

Notary Public of the State of_____, the foregoing instrument was acknowledged by (name of Corporate officer),_____ (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

_____

_____

Printed, typed or stamped name of Notary Public
exactly as commissioned

Notary Public, State of _____

Personally known to me, or

☐ Produced identification:

_____

(type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

_____ Bonded by: _____