



Invitation to Bid

City of West Miami
901SW 62nd Avenue
West Miami, Florida 33155

TITLE:

Potable Water System Improvement – Phase III

ITB NO.:

2025-20-010

DUE DATE:

Wednesday, December 10TH 2025

**on or before 3:00 p.m. EST
Virtually**

ISSUED: Wednesday, November 5TH 2025

CONTACT PERSON:

Djenepha 'Jenny' Polynice-Hall
Finance Department
Grants & Procurement Manager
dhall@cityofwestmiami.gov

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SECTION 1.0: Advertisement



INVITATION TO BID (ITB) No. 2025-20-010

Potable Water System Improvement – Phase III

The City of West Miami, Florida is soliciting bids for potable water system improvements in designated areas around the City. This invitation to bid is for licensed and qualified Underground Utility Contractors. The City will **receive electronic bids no later than 3:00 p.m.** on or before **Wednesday the 10th day of December, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted). All Bids received will be publicly opened and read aloud on said date and time virtually.

A mandatory, pre-bid meeting is scheduled for **Thursday, November 13th, 2025, at 10:00 a.m.** If interested in participating, email dhall@cityofwestmiami.gov for an invite with subject heading '**ITB #2025-20-010 Potable Water Phase III**'.

To be considered, all interested parties must download the ITB package from DemandStar®. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

Bid documents may be obtained on or after **Wednesday, November 5th, 2025** on DemandStar®. If you are having difficulty downloading, please send an email to dhall@cityofwestmiami.gov.

The City will only receive submittals electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to <https://network.demandstar.com/>. If there are questions after the pre-bid and before the submission deadline, please send in writing to the Grants & Procurement Manager, dhall@cityofwestmiami.gov . **No later than Monday, November 24th, 2025 at 3:00 p.m.**

E-BID OPENING VIA VIDEO CONFERENCING:

The opening of E-Bids for this solicitation will take place at 3:00 p.m. local time on the Closing Date of Wednesday, December 10th, 2025. The Grants & Procurement Manager will conduct the E-Bid Opening through video conferencing using the Teams Platform. Applicants and members of the public may access the meeting here [Join the meeting](#) (Meeting ID: 221 032 605 790 4 / Passcode: Tg7xQ3vF) or request a meeting invite by sending your request to Grants Manager, Jenny Polynice-Hall at dhall@cityofwestmiami.gov with subject heading '**E-Bid Opening ITB #2025-20-010.**'

No bid shall be withdrawn after the opening of the bid without the consent of the City for a period of sixty (60) days after the scheduled time of opening and reading bids. The City reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

SECTION 2.0: Introduction

CITY OF WEST MIAMI (the “Owner” or the “City”) POTABLE WATER SYSTEM IMPROVEMENT – PHASE III (the “Project”)

Project Background

The City’s existing potable water system is comprised largely of 4-inch to 8-inch cast iron mains constructed over 50 years ago, with 2-inch galvanized service lines that serve customers primarily through rear service easements. In addition, being undersized to serve the vast growing population, the system suffers from documented persistent leakage, as well as intermittent failures and ruptures causing disruptions in service, damage to infrastructure, and potential contaminations.

Project Overview

Including necessary appurtenances and all in accordance with the project specifications. The nature and scope of this project is:

Construct and repair watermain improvement project for the City of West Miami (Invitation to Bid# 2025-20-010). The Project area encompasses:

Phase III: SW 67th Avenue to SW 65th Avenue from SW 9th Street to the North; SW 16th Street to the South. And, SW 9th Street between SW 65th Avenue and SW 62nd Avenue.

Phase II (Remaining Scope): SW 65th Avenue from SW 12th Street to the North to SW 16th Street to the South. SW 60th Court between SW 14th Street and SW 13th Street. SW 15th Street from SW 59th Avenue to SW 57th Avenue. SW 14th Street from SW 62nd Avenue to SW 59th Avenue. And, SW 13th Street cul-de-sac just east of SW 62nd Avenue.

The Project shall include but not be limited to watermain improvements, drainage improvements, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by the set plans furnished by the City and Project Specifications will be provided by the Contractor. Construction of this Project will require close coordination with the City and Engineer. Project shall require Performance and Labor Bonds of 100% of the total cost of the project.

This project is made possible with the assistance of Environmental Protection Agency.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.1 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the City. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the City.

3.2 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the City's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the City's Procurement Manager, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Manager (dhall@cityofwestmiami.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.01.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize himself with federal, state and local laws, ordinances,

rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.1.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.1.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

3.1.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.1.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.2 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the City within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Djenepha 'Jenny' Hall
Grants & Procurement Manager
City of West Miami
901 SW 62nd Avenue
West Miami, FL 33144
Email: DHall@Cityofwestmiami.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the City and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Monday, November 24th, 2025 no later than 3:00 p.m.

3.3 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.4 Proposal Withdrawal and Opening

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City Clerk for its withdrawal, in which event the bid will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

3.5 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.6 Reservations of Rights by the City

The issuance of this ITB does not constitute an agreement by the City that any award will actually be issued by the City. The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.7 No Waiver

No waiver by the City of any provision of this ITB shall be implied from any failure by the City to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

3.8 Cone of Silence

All procurement solicitations once advertised and until written award recommendation has been forwarded by the City Manager to the City Commission, are under the “Cone of Silence.” No communication, discussions, soliciting with regards to this solicitation shall be discussed only with potential vendor, service provider, bidder, lobbyist, or company and the Procurement Manager named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.9 Submittal and/or Presentation Costs

The City of West Miami assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List

3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the City in connection with responses shall become property of the City and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The City reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon City's notification of award, the Company shall furnish to the Procurement Manager, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after City notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Company 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 City. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the City of West Miami, Public Works Office, ATTN: Procurement Office, 901 SW 62nd Avenue, West Miami, FL 33144.

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the City shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The City of West Miami reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the City of West Miami's City Council.

3.19 Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of West Miami shall become the property of the City.

3.20 Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

3.21 Liquidated Damages

Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.23 Sub-contractors

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of West Miami.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

3.24 Indemnification

The Company shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.25 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

3.25.1 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the City Code, Sec. 2-81 (a) – (b), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on https://library.municode.com/fl/west_miami/codes/code_of_ordinances?node

d=PTIICOOR_CH2AD_ARTIVPUCO**3.27 Force Majeure**

The performance of any act by the City or Contractor 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 City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

3.28 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.29 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the City of West Miami) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

The Bid Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, City may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by City to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

3.30 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor 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 the City of West Miami. The bonds should provide that the surety's liability will be co-extensive with the Contractor'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. For contracts not exceeding \$50,000.00 a performance and maintenance bonds are not required.

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

3.31 Warranty:

Unless specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer.

(End of Section)

SECTION 4.0

4.1 SCOPE OF WORK

The project consists of the installation of approximately 8,524 linear feet of 8" Water Main Service Pipe including fittings, restrains & trench restoration, 2,284 linear feet of 12" Water Main Pipe including fittings, restraints & trench restoration, 3,780 linear feet of Horizontal Directionally Drilled 4" Water Main Pipe including fittings, restraints & trench restoration/direction drill, 199 linear feet of 6" Water Main Pipe including fittings, restraints & trench restoration, with all necessary appurtenance, new concrete sidewalk repair, driveway restoration, roadway restoration, pavement milling, and resurfacing and replacement of existing pavement markings.

4.2 DETAILED SPECIFICATIONS

Work will be performed according to AWWA standards, Miami-Dade Water and Sewer Department standards, and the permitted plans and details provided (reference Attachment "A"). Deviations and or changes necessitated by field conditions or other causes must be approved in advance by the City in writing.

4.3 AS-BUILTS, SURVEYING AND BENCHMARKING

Contractor must procure a surveyor to provide an as built survey upon completion to the City for submittal to Miami-Dade Health Department for final certification of the water main.

4.4 TESTING AND REPORTS

Density testing for asphalt is required and shall be performed by an independent testing lab, paid by the Contractor. The Contractor shall submit a reference report to the Engineer of record for review and acceptance.

Pressure testing and bacteriological testing of the completed water main are also required.

4.5 WARRANTY

All construction shall be warranted for one (1) year beginning the date of project certification. Any infrastructure deemed unacceptable shall be replaced by the Contractor at no cost to the City. Replaced infrastructures as a result of meeting warranty requirements shall be warranted for one full year from the date replacement is completed.

4.6 TIME OF COMPLETION

The estimated time of completion is Five Hundred and Forty Eight Days (548) from the issuance of an NTP, bidder shall need to provide a reasonable timeline. The start date will be with the issuance of a “Notice to Proceed” and completion shall be when the City signs off to its satisfaction the final inspection.

4.7 INSPECTIONS

All inspections are to be coordinated through the City's engineer: Francisco J. Alonso, P.E., AMI Engineering, falonso@amiengineer.com 305-803-2569.

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4.8

BID FORM

The following Bid Form is presented to assist the City in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. Contractors need to do their own due diligence verifying the measurements. **Please include the Bid Form as the first page of your bid package.**

Continued Next Page

BID FORM SHEET

Pay Item	Pay Item Description	Unit	Unit Cost	Phase III Plan Quantity	Phase II (Remaining) Plan Quantity	Total Plan Quantity	Total Cost
1	Mobilization	LS				1	
2	Maintenance of Traffic	LS				1	
3	Sod Restoration	SY		7257	4973	12230	
4	4" Water Main Service Pipe, inc. fittings, restraints & trench restoration/direction drill	LF		1906	1874	3780	
5	6" Water Main Pipe, incl. fittings, restraints & trench restoration (12" Compacted Subgrade (98% of AASHTO T-180))	LF		199	0	199	
6	8" Water Main Pipe, incl. fittings, restraints & trench restoration (12" Compacted Subgrade (98% of AASHTO T-180))	LF		4048	4476	8524	
7	12" Water Main Pipe, incl. fittings, restraints & trench restoration (12" Compacted Subgrade (98% of AASHTO T-180))	LF		2284	0	2284	
8	Vertical Offsets (4", 6", 8" and 12" w/45 degree bends)	EA		24	4	28	
9	4" Gate Valves	EA		6	6	12	
10	8" Gate Valves	EA		20	10	30	
11	12" Gate Valves	EA		5	0	5	
12	Blow-off Assembly (including plug and flushing valve)	EA		6	0	6	
13	Air Release Valve Assembly	EA		3	2	5	
14	Fire Hydrant Assembly including valve, 6" line, and base	EA		13	10	23	
15	Connections to Exist. Water Main (4" WM)	EA		0	1	1	
16	Connections to Exist. Water Main (8" WM)	EA		8	8	16	
17	Connections to Exist. Water Main (12" WM)	EA		7	1	8	
18	Trench Base, 8" Limerock Base (LBR100)	SY		2903	1989	4892	
19	Reinforced Concrete Slab or Shallow Crossing	EA		10	5	15	
20	Asphaltic Concrete Resurfacing (1", Type S3)	TN		1041	640	1681	
21	Asphalt Milling 1" Average	SY		18924	11643	30567	
22	Pavement Marking Complete	LS				1	
23	Sidewalk Restoration Contingency	SY		500	400	900	
24	Driveway Restoration Contingency	SY		800	822	1622	
25	1" Service Line (to be connected to existing water meters)	EA		172	65	237	
26	Owner's Contingency	LS	\$200,000.00			1	\$200,000.00

Total Bid Cost:

GRAND TOTAL (WRITTEN) _____ DOLLARS

Bidder: _____ Signature of Bidder By: _____

Telephone: _____ Email: _____

Continued Next Page

Notes to Bid Form Items

MEASUREMENT AND PAYMENT

PART 1

1.1 GENERAL

- A. The Contractor shall receive and accept the compensation as provided in the Proposal, the Contract, General Conditions and Special Provisions as full payment for furnishing all labor, materials, tools and equipment, for performing all operations necessary to complete the work under this Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from the action of the elements or from unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.
- B. The prices stated in the Proposal include full compensation for overhead and profit, all costs and expenses for taxes, materials, labor, equipment, furnishing and repairing small tools and ordinary equipment, mobilization, home office expenses and general supervision, materials, commissions, transportation charges and expenses, patent fees and royalties, bond, insurance, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Contract Drawings and specified herein. In addition, the Contractor shall include the actual cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in the work based on the actual wages paid to such labor and all other general costs and profits, prorated to each Item.
- C. It is the intent of the City to obtain a complete and working installation under this Contract, and any items of labor, equipment or materials which may reasonable be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.2 PAYMENT ITEMS

Item 1, Mobilization – Lump Sum for preparatory work and operations in mobilizing for beginning work on the project, including moving of equipment, materials, supplies, and incidentals to and from the project site, including all setup and breakdown, furnish/install 2 project signs, cost for safety equipment, first aid supplies, sanitary and other facilities, rental of storage areas, off site cleanup. All other costs incurred to commence and terminate construction shall be considered incidental and necessary as part of the lump sum amount. Include the cost of

bonds/insurance and any other preconstruction expense necessary for the start of the work. Partial payment will be in accordance with FDOT Section 101.

Item 2, Maintenance of Traffic – Lump Sum for furnishing traffic control including but not limited to flag persons, cones, markers, signs, lighting, flags, and other control devices for directing traffic and maintaining safety, and other aids for the duration of project. Included in this bid item is the payment for off duty Law Enforcement Officers to control and direct traffic. Since this item is bid as a lump sum, payment will be in accordance with the cost breakdown as approved by the Engineer and measured as required by and satisfactory to the Engineer. In addition to all MOT devices required to conform to FDOT Standards, the MUTCD and the Miami-Dade Standards, an additional 50 (ED) Type II barricades and 25 (ED) temporary construction signs are to be included in the Maintenance of Traffic pay item for the specific use as directed by the Engineer.

Item 3, Sod Restoration – Square Yards for replacement of sod. Use similar sod or grass and obtain approval from the Engineer of Record prior to installation. In public areas and rights-of-way, the Contractor is also required to comply with the City of West Miami Public Works prior to installation of grass and sod. Unless otherwise directed by the Engineer, four inches of topsoil shall be placed. The ground area shall be saturated with water. Sod shall be placed on the graded and watered ground firmly butted on all sides by sod without leaving holes, slots, or depressions. Sod shall be top dressed with soil (herein before specified) where required to bring all fill to voids and provide a uniform grass matt if approved by the Engineer of Record. Immediately after the grassing process, the entire grassed or mulched area shall be rolled thoroughly with a cultipacker traffic approved roller, or other 1,000-pound roller. At least two trips over the entire area will be required.

Item 4 to 7, 4", 6", 8", and 12" Water Main Pipe, incl. Fittings, Restraints & Trench Restoration and Directional Drilling (12" Compacted Subgrade (98% of AASHTO T-180)) Lineal Feet for furnishing and installing 4" to 12" water main pipe at any depth of cut/directional drill within the limits defined by Details on the Plans and/or the Standard Details appended hereto. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the pipe and fittings, ready for service, and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the pipe into position in the trench; directional drilling, cutting and installing plugs; furnishing and installing restrained joints if required; furnishing joint materials including lubricant; protecting existing utilities along the route of the main; making all connections; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems, gauges,

equipment and materials supplied; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; replacing water and sanitary services; temporary paving, if required.

For the Poly Vinyl Chloride Pipe (PVC) in accordance with Miami-Dade Water and Sewer Department Donation Standard Specifications Section 33 05 31.16 “PVC C900 water main”; can be used at locations with salt intrusion protection requirements with low heavy traffic loading conditions and from sizes 4” to 16”. 3. High Density Polyethylene pipe (HDPE) in accordance with Miami-Dade Water and Sewer Department Donation Standard Specifications Section 33 05 07.13 (15080) “Horizontal Directional Drilling”; can be used at locations when directional drilling is needed and approved by the Engineer.

Item 8, 4”, 6”, 8”, and 12” Vertical Offsets including Fittings, Restraints, Each for furnishing and installing 4” to 12” vertical offsets w/ 45deg. bends at any depth of cut within the limits defined by Details on the Plans and/or the Standard Details appended hereto. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the pipe and fittings, ready for service, and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the pipe into position in the trench; directional drilling, cutting and installing plugs; furnishing and installing restrained joints if required; furnishing joint materials including lubricant; protecting existing utilities along the route of the main; making all connections; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems, gauges, equipment and materials supplied; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; replacing water and sanitary services; temporary paving, if required.

Item 9 to 11, 4”, 8”, and 12” Gate Valves (Average one every 500 ft.) Each for the furnishing and installing of the 8” gate valve assembly in accordance with WASD standard Details and specifications within the limits defined by the Plans. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the gate valve, ready for service, and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the gate valve in the trench; furnishing and installing restrained joints if required; protecting existing utilities; making all connections; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; temporary paving, if required; roadway pavement and driveway restoration in-

kind; replacing trees, shrubs, mail boxes, fences, walls, sprinkler systems, and all other similar items as required or necessary, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work. Included in the unit cost are all survey, submittals, and shop drawing work; all loading, unloading, and transport costs ditch side. Payment will be based on the number of 8" Gate Valves times the unit bid price.

Item 12, Blow-Off Assembly – Each for the furnishing and installing blow-off assembly including plug and flushing valve and fittings in accordance with WASD standard Details and specifications within the limits defined by the Plans. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the blow-off assembly, ready for service, and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the blow-off into position in the trench; furnishing and installing restrained joints if required; protecting existing utilities; making all connections; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; temporary paving, if required; roadway pavement and driveway restoration in-kind; replacing trees, shrubs, mail boxes, fences, walls, sprinkler systems, and all other similar items as required or necessary, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work. Included in the unit cost are all survey, submittals, and shop drawing work; all loading, unloading, and transport costs ditch side. Payment will be based on the number of Blow-offs times the unit bid price.

Item 13, Air Release Valve Assembly – Each for furnishing and installing Air Release Valve Assembly and fittings at any depth of cut in accordance with WASD standard Details and specifications within the limits defined by the Plans. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the air release valve assembly, ready for service, and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the air release valve into position in the trench; furnishing and installing restrained joints if required; protecting existing utilities; making all connections; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; temporary paving, if required; roadway pavement and driveway restoration in-kind; replacing trees, shrubs, sod, mail boxes, fences, walls, sprinkler systems, and all other similar items as required or necessary, to

original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work. Included in the unit cost are all survey, submittals, and shop drawing work; all loading, unloading, and transport costs ditch side. Payment will be based on the number of Air Release Valve Assembly times the unit bid price.

Item 14, Fire Hydrant Assembly including valve and base – Each for the furnishing and installing of the fire hydrant assembly including the 6" gate valve and fittings in accordance with WASD standard Details and specifications within the limits defined by the Plans. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the fire hydrant and gate valve, ready for service, and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the hydrant into position in the trench; furnishing and installing restrained joints if required; protecting existing utilities; making all connections; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; temporary paving, if required; roadway pavement and driveway restoration in-kind; replacing trees, shrubs, mail boxes, fences, walls, sprinkler systems, and all other similar items as required or necessary, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work. Included in the unit cost are all survey, submittals, and shop drawing work; all loading, unloading, and transport costs ditch side. Payment will be based on the number of Fire Hydrants times the unit bid price.

Items 15 to 17 Connections to Exist. Water Main - Each for furnishing and installing piping, valves and fittings, to adjust and permit connection of proposed water mains to existing water mains at any depth of cut within the limits defined by Details on the Plans and/or the WASD Standard Details appended hereto. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of piping, valves and fittings to permit connection of proposed water mains to existing water mains including tapping sleeves and tapping operations, ready for service, including coordination with Miami-Dade WASD (if required); all WASD fees associated with this item; and shall include exploratory excavation; any sheeting, shoring or bracing; excavation; dewatering; disposing of excess or unsuitable fill material; placing the pipe, valves, and fittings into position in the trench; furnishing and installing restrained joints if required; furnishing joint materials including lubricant; protecting existing utilities along the route of the main; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems, gauges, equipment and materials

supplied; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; replacing trees, shrubs, mail boxes, fences, walls, sprinkler systems, and all other similar items as required or necessary, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work. Included in the unit cost are all survey, submittals, and shop drawing work; all loading, unloading, and transport costs ditch side. Payment will be based on the number of Connections to Existing Water Mains times the unit bid price.

Item 18. Trench Base, 8" Limerock Base (LBR100) Square Yard for proper preparation of the foundation, eight (8) inches of bedding material shall be placed on the trench bottom for support under the pipe. Excavate pipe trenches to a minimum of 8 inches below the outside bottom of the proposed pipe barrel. The resulting excavation shall be backfilled with approved pipe bedding material up to the level of the outside bottom of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe. Recesses for the pipe bells or couplings, shall then be excavated by hand digging, and the pipe installed. Placing and compacting the bedding up to the level of the lower one-third of the pipe barrel shall immediately follow the installation of the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting. Bedding material shall be select backfill as defined in Section 02315, or shall be drain field limerock, or similar materials, as approved by the MD-WASD. Limerock screenings, sand, or other fine material shall not be used for bedding.

Item 19. Reinforced Concrete Slab for Shallow Crossing, Each for proper preparation of the foundation and bedding and 8" reinforced slab per MDWASD detail GS 1.2. Compacted fill and bedding material shall be placed on the trench bottom for support under the pipe. The resulting excavation shall be backfilled with approved pipe bedding material up to the level of the outside bottom of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe. Recesses for the pipe bells or couplings, shall then be excavated by hand digging, and the pipe installed. Placing and compacting the bedding up to the level of the lower one-third of the pipe barrel shall immediately follow the installation of the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting. Bedding material shall be select backfill as defined in Section 02315, or shall be drain field limerock, or similar materials, as approved by the MD-WASD. Limerock screenings, sand, or other fine material shall not be used for bedding.

Item 20. Asphaltic Concrete (Type S3) – Ton for furnishing and constructing Type S-III Asphaltic Concrete surface course at a depth of 1" for permanent asphalt surface course within the limits defined by Details on the Plans and/or the Standard Details appended hereto. Greater widths are at the Contractors option and

expense. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for preparing and transporting mixture, tack coat application, placing, compacting and testing for a complete Type S-III Asphaltic Concrete course. Work under this bid item includes furnishing all necessary labor, materials, tools, and equipment and for performing all work required for preparing and transporting mixture, placing, spreading, shaping, compacting and testing for a complete 8-inch limerock base (LBR 100) including tack coat application, and labor and equipment to prepare 12 inches of suitable subgrade compacted to 98% of the AASHTO T-180 density. Payment will be based on the number of square yards of Type S-III Asphalt (1") times the unit bid price.

Item 21. Asphalt Milling – (1" Average) Square Yard for milling the existing asphaltic concrete surface course an average of 1-inch within the limits defined by Details on the Plans and/or the Standard Details appended hereto. Greater widths are at the Contractors option and expense. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for a complete milling of the existing asphaltic concrete surface. The cost of removal and disposal of milled material for this project shall be included in this item. Payment will be based on the number of square yards of milled asphalt times the unit bid price.

Item 22. Pavement Marking – Lump Sum for furnishing and applying 6" Yellow, 6" White, and 24" White Thermoplastic Traffic Stripe Solid for the limits defined by Details on the Plans and/or the Standard Details appended hereto. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for complete Thermoplastic Traffic Striping.

Item 23. Sidewalk Restoration – Contingency amount to be billed for installed quantities for repairing 4" thick and 6" thick Concrete Sidewalk within the limits defined by details, on the plans, and/or the standard details appended hereto. Greater widths are at the Contractor's option and expense. The price bid shall be full compensation for furnishing all materials, labor, and equipment required to construct the sidewalks and shall include but not be limited to proper sub-grade preparation, tie-ins to existing features (driveways and sidewalks), filling of trash holes or other depressions so as to provide a level grade, and ADA compliant pedestrian ramps.

Item 24. Driveway Restoration – Contingency amount to be billed for installed quantities to restore to original condition incidental damage to driveways. Restoration for Incidental damages to driveways need the approval from the City of West Miami Public Works office. Contractor to keep by means of video and photographs existing conditions of the areas where the job is going to be

performed.

Item 25, 1" Service Line (to be connected to existing water meters) – Each for the furnishing and installing of single and dual 1" water services including corporation stops, casing pipe, if required, at any depth of cut within the limits defined by Details on the Plans and/or the WASD Standard Details appended hereto. The price bid shall be full compensation for furnishing all necessary labor, materials, tools, and equipment and for performing all work required for the complete installation of the water services, and shall include exploratory excavation; any sheeting, shoring or bracing; dewatering; disposing of excess or unsuitable fill material; placing the services in the trench; protecting existing utilities; all cleaning and testing together with providing, installing, removing, and disposing, of all pressure and bacteriological test systems, gauges, equipment and materials supplied; placing and compacting backfill (including rock bed); installing additional suitable backfill material, if required; replacing trees, shrubs, sidewalks, mail boxes, fences, walls, sprinkler systems, and all other similar items as required or necessary, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work. Included in the unit cost is the payment to Miami-Dade WASD for to permit connection of proposed water services to existing water meters within the limits defined by the Plans including all WASD fees associated with this item. Included in the unit cost are all survey, submittals, and shop drawing work; all loading, unloading, and transport costs. Payment will be based on the number of 1-inch Service Lines times the unit bid price.

Item 26, Owner's Contingency – Lump Sum for additional work or materials not covered by other Proposal Items and for quantity adjustments, if ordered by the City of West Miami. To provide a fund for contingent work, the Contractor shall include in his Proposal under the appropriate Owner's Contingency Bid Item, the Allowance Sum of Two Hundred Thousand Dollars (\$ 200,000.00).

Continued Next Page

4.9

TRENCH SAFETY

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 (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF. SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission.**

END OF SECTION

5.0 TECHNICAL SPECIFICATIONS

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL REFERENCED STANDARD SPECIFICATIONS

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

Division I

SPECIAL PROVISIONS – Reference Standards and Specifications

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the City of West Miami.

It is the intent to include Division I of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” as referenced above as a supplement to the General Conditions for this Contract.

“It is also the intent to include Parts I, II, III, IV, and V of the Miami-Dade County Water and Sewer Department Donation Standard Specifications and Details for Design and Construction, current version.”

Further the applicable portions of the City of West Miami Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

Division II Allowances

Part 1 – Scope of Work –Special Provisions

1.1 DEFINITION

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the City may deem necessary if ordered and authorized by the City in accordance with the contract documents.

1.2 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the City.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the City by change order.

1.3 SELECTION OF PRODUCTS UNDER ALLOWANCES

- A. Engineer's Duties:
 - 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
 - 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Contractor, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
 - 3. Transmit Owner's decision to the Contractor.
 - 4. Prepare work authorizations and change orders.

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.4 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.5 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change-order. Should work be changed by change order:

The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.

For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.

- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. The fixed amount is indicted as the total of all the items to include all the necessary costs to achieve a turn-key project described in Section 4.0 of this solicitation project and the plans provided by AMI Engineering, LLC.

Division III – Mobilization

PART 1 GENERAL

1.1 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.2 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description: This section is expanded to include the following:

The City shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the City. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the City of West Miami and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

Division IV – Maintenance of Traffic

PART 1 GENERAL

1.1 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.2 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description: This section is expanded to include the following:

The City shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the City. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the City of West Miami and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

[INTENTIONALLY LEFT BLANK]

Division V - Prevention, Control, and Abatement of Erosion and Water Pollution

PART 1 GENERAL

1.1 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.2 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 104-5 Preconstruction Conference

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

[INTENTIONALLY LEFT BLANK]

Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

PART 1 GENERAL

1.1 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.2 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 300-9 – Basis of Payment - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

Division VII - INLETS, MANHOLES AND JUNCTION BOXES

PART 1 GENERAL

1.1 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.2 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 425-8.1 New Structures Delete the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

Article 425-6.8 Adjusting Existing Structures – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

Division VIII - UTILITY RELOCATIONS

PART 1 SCOPE OF WORK

1.1 DEFINITION

- A. The Contractor shall verify the location of existing utilities prior to commencement of work. If a conflict arises on the location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

1.2 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS

- A. Engineer's Duties:
1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed scope of work.
 2. Provide written authorization to request cost estimate.
 3. Transmit Owner's decision to the Contractor.
 4. Prepare work authorization.
- B. Contractor's Duties:
1. Identify potential conflicts between proposed scope and existing utilities by verifying utility locations in the field prior to installation of new pipe for watermain and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.
 2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.
 3. If authorized by Engineer, coordinate with provider to have utility relocations/ deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections
 4. Notify Engineer promptly of:

- a. Any effect on the construction schedule anticipated as a result of utility relocation/ deflection.

1.03 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
 - 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
 - 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION

3.1 MEASURE AND PAYMENT

- A. If a change order was granted by the City and a Purchase Order adjustment was done, the additional monies for the change order will reflect on the revised Purchase Order. If there is a credit due to the City it shall be reflected with a revised Purchase Order.

END OF SECTION

SECTION 6

6.1 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One completed bid proposal package using DemandStar.**

B. **Signed and completed forms from Section:**

Bid Form

Introduction letter with contact information

Years in Business

Lead team information

Section 8 (Required Proposal Forms)

5% Bid Bond

Trench Safety Acknowledgement

Addendum Acknowledgement

E-Verify Affidavit

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

END OF SECTION

SECTION 7.0: Evaluation and Selection Criteria

7.00 Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The City reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The City reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the City, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the City, may be considered non-responsive and may be rejected.

Award of the contract is subject to City Commission approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.

The City has the right during the evaluation to contact bidders for additional essential information to complete their score.

END OF SECTION

SECTION 8.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by City	Wednesday, November 5, 2025	Posted on City website, at City Hall and on DemandStar®	10:00 am
Mandatory Pre-Bid Meeting	Thursday, November 13, 2025	Virtual Meeting***	10:00 am
Last day to Submit Questions	Monday, November 24, 2025	Via Email to dhall@cityofwestmiami.gov	3:00 pm
Bid Opening Date	Wednesday, December 10, 2025	Bids shall be opened virtually at 3:01 p.m. Click here to access Join the meeting	No later than 3:00 pm

*** If interested in attending the Virtual Mandatory Pre-Bid Meeting, please send Jenny Polynice-Hall an email at dhall@cityofwestmiami.gov no later than 1 day prior to the meeting to be sent the invitation to participate.

8.1 Contract Award

A. Proposal Retention and Award

The City reserves the right to retain all bids for a period of 90-days for examination and comparison. The City also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. Competency and Responsibility of Company

The City reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the City deems necessary to make such a decision.

C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the City after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the City and incorporated in these specifications.

Continued on Next Page

D. Insurance Requirements.

The Company shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Company must have a valid Florida business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.

The contract term commences after the contract has been fully executed and a "Notice to Proceed" has been issued. The estimated time of completion is One Hundred and Fifty Days (150) from NTP issuance. Contractor shall need to provide an estimated timeline with their bid.

END OF SECTION

SECTION 9.o: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the City awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____the Company that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City of West Miami, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 , before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the CITY OF WEST MIAMI, FLORIDA

By _____

For _____

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 - S.S. # _____)

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

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

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 , before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the CITY OF WEST MIAMI, 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: _ - - .)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 ____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the City of West Miami (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, City Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to City or providing goods or services to City.

I, _____ being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of West Miami ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Continued on next page

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

- 1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- 2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the City of West Miami,

We _____ (Company), hereby acknowledge and agree that we, as the Prime Company for City of West Miami, City of West Miami, ITB# **2023-20-001**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of West Miami, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

CITY OF WEST MIAMI
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of West Miami, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Executed on _____ at _____

under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized

By and on behalf of _____ (hereinafter “Employer”) after

First being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark “Yes” or “No”)
 - a. YES _____
 - b. NO _____
4. Employer’s subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This _____ day of _____, 20____.

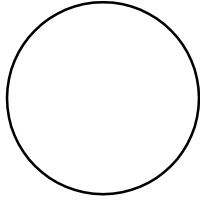
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

CONTINUED ON FOLLOWING PAGE



Seal

Signed and sworn to (or affirmed) before me, this
the _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

SECTION 10.0: Other Forms

CITY OF WEST MIAMI
NOTICE OF INTENT TO AWARD

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Potable Water System Improvement – Phase III**
ITB No. 2025-20-010 in accordance with Contract Documents
as prepared by the City

Gentlemen:

This is to advise that the City of West Miami intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars (\$ _____) submitted to the City of West Miami (Owner) on (Date)_____.

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from_____.

Sincerely yours,

Jenny Hall, Procurement Manager

Cc:

Attachment(s)

CITY OF WEST MIAMI
NOTICE TO PROCEED

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Potable Water System Improvement – Phase III**
ITB No. 2025-20-010 in accordance with Contract Documents
as prepared by the City

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the City Managers' Office. The Commencement date is _____, 20__ . Completion date shall be _____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The City of West Miami Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____
Jenny Hall, Procurement Manager

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) _____ in the _____ amount _____ of Dollars (\$_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for Potable Water System Improvement - Phase III SW 67TH Avenue to SW 65TH Avenue from SW 9TH Street to the North to SW 16TH Street to the South and SW 9TH Street between SW 65TH Avenue and SW 62ND Avenue.

Company:

Name:

Signature:

Title/Position:

TO THE CITY OF WEST MIAMI:

That we, _____, as

Principal, and _____, as Surety, are held and firmly bound unto the City of West Miami, as known, hereinafter called City, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the City, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

Continued on next page

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20____.

Federal Tax I.D.# _____

CONTRACTOR License I.D.#: _____

Principal _____ Surety _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____(hereinafter called the Principal), and _____(hereinafter called the 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, and the City of West Miami, and having an Agent resident therein, such Agent and Company acceptable to the City of West Miami, are held and firmly bound unto the City of West Miami (hereinafter called City), in the sum of _____Dollars (\$_____), good and lawful money of the United States of America, to be paid upon demand of the said City, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the City for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

**CITY OF WEST MIAMI (the "City")
Potable Water System Improvement – Phase III**

SW 67TH Avenue to SW 65TH Avenue from SW 9TH Street to the North to SW 16TH Street to the South and SW 9TH Street between SW 65TH Avenue and SW 62ND Avenue
for said City, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the City and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of West Miami, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation

to Bid and Contract Documents satisfactory to the said City, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this ____ day of _____, and attested by its _____, A.D., 20_ .

ATTEST:

Signature

Print Name

By: _____
(Principal)

ATTEST:

Signature

Print Name

By: _____
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

PERFORMANCE BOND

PROJECT TITLE: Potable Water System Improvement - Phase III

CONTRACTOR :

CONTRACT NO: 2024-20-003

CONTRACT DATED:

STATE OF § _____

§ _____

COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____
_____ Of the City of _____, County of
_____, and State of _____, as Principal, and

_____, authorized, licensed and admitted to do business under the laws of
the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The City of West
Miami, as Obligee, in the penal sum of _____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their
heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the _____ day
of _____, 20____, for the improvements of the potable water main at SW 9th street
To SW 16th street and SW 59th Avenue To SW 65th Avenue, which Contract is by reference made a part
of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal
shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all
and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and
covenanted by the Principal to be observed and performed, and according to the true intent and meaning
of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having
performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall
promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions
and upon determination by Surety of the lowest responsive, responsible bidder, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, 20__ .

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

Continued on next page

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Potable Water System Improvement – Phase III

CONTRACTOR :

CONTRACT NO: 2025-20-010

CONTRACT DATED:

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the City of West Miami, as Obligee, in the sum of \$ _____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Potable Water System Improvement – Phase III from SW 67th Avenue to SW 65th Avenue from SW 9th Street to the North to SW 16th Street to the South, and SW 9th Street Between SW 65th Avenue and SW 62nd Avenue**, the Contract being made a part of this Bond by reference; and
 2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on _____, 20____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

CONTRACTOR'S Affidavit and Partial Release

Owner: City of West Miami
Project: **Potable Water System Improvement – Phase III**

Invitation to Bid#: 2025-20-010

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.
2. The Contractor for and in consideration of payment to the Contractor in the amount of \$ _____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.
3. The Contractor, by authorization and for the Contractor, further releases and forever Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.
4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractor's suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.
5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's

fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

- 6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

CONTRACTOR’S Affidavit and Final Release

Owner: City of West Miami
Project: **Potable Water System Improvement – Phase III**

ITB# 2025-20-010

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.

2. The Contractor for and in consideration of final payment to the Contractor in the amount of \$_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor’s right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor’s Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.

4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.

5. This Affidavit and Final Release is made by the Contractor with full knowledge of the

applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

- 6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: City of West Miami
Project: **Potable Water System Improvement - Phase III**

Invitation to Bid#: 2025-20-010

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of \$_____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____ (Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: City of West Miami
Project: **Potable Water System Improvement – Phase III**

Invitation to Bid#: 2025-20-010
Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of \$ _____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.
2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.
3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Continued on next page

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____. He/she took an oath, and is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

END OF SECTION

SECTION 11.0: Exhibits

Contract for: Potable Water System Improvement – Phase III

Between the City of West Miami, Florida and _____

THIS Contract is made and entered into as of the _____ day of _____ 20 _____, by and between the City of West Miami, a Florida Municipal Corporation (the "City"), and _____, (the "Company") and jointly referred to as the "Parties".

WHEREAS, the City advertised an Invitation to Bid ("ITB") on _____; and

WHEREAS, the Company submitted a Bid dated _____, in response to ITB# 2025-20-010; and

WHEREAS, the City Commission, at a meeting held on _____, accepted the Company to construct, improve and repair the potable water system improvements to designated areas named "Phase II (the "Project") based on the design plans furnished by AMI Engineering, LLC. and the Bid Sheet submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
6. Construction Supervision/Reports
7. Notices
8. Termination
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10. Insurance/Bonds

11. Modifications/Amendments
12. Governing Law
13. Waiver
14. Assignment
15. Prohibition Against Contingency Fees
16. Conflict of Interest
17. Entire Agreement
18. Captions and Paragraph Headings
19. Joint Participation
20. Counterparts
21. Preservation of City Property
22. Public and Employee Safety
23. Immigration Act of 1986
24. Company Non-Discrimination
25. Federal and State Tax
26. Public Records
27. Severability
28. E-Verify
29. Warranty

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
 - B. (i) ITB# 2025-20-010 issued by the City, "Potable Water System Improvement – Phase III"
-

C. (ii) Bid Sheet submitted by the Company

D. (ii) Plans designed by AMI Engineering, LLC.

Article 2. Scope of Work

1. The Work is generally described as follows:

To repair and improve piping for the watermain section “Phase III” SW 67TH Avenue to SW 65TH Avenue from SW 9TH Street to the North to SW 16TH Street to the South and SW 9TH Street between SW 65TH Avenue and SW 62ND Avenue as specified by the plans submitted by AMI Engineering for the City of West Miami (Invitation to Bid #2025-20-010). The Project primarily consists:

The Project shall include but not limited to roadway improvements, watermain improvements, and site restoration throughout the Project area.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with ITB# 2025-20-010 and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the City. The City shall receive copies of all warranties before the start of the Work.

3.The Company represents and warrants to the City that: (1) it possesses all qualifications, licenses and expertise required for the performance of the Work (2) it is not delinquent in the payment of any sums due the City: (3) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (4) the Work will be performed in the manner described on ITB# 2025-20-010.

4.The specifications for this Project are to the best knowledge of the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the City does not guaranty the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the City's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on

its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the City in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the Proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the City in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by City. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the City as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the City that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the City to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the issuance by the City of a "Notice to Proceed", shall remain in effect until the Work has been completed and the City has satisfactorily accepted the Work performed.

(A) The Construction Schedule is the following: After the issuance of the Notice to Proceed, the Company shall perform their work and be finished no later

than_____.

Article 5. Contract Price

(A)The Contract price shall include all Work necessary for the proper execution and completion of the Project. The lump sum price for the Project is (In Words)_____(\$_____).

(B) The schedule for payments shall be as follows: Company shall submit invoices to: City of West Miami, Procurement Office, 901 SW 62nd Avenue, West Miami, Florida 33144. Only work that has been signed off as completed by the City shall be eligible for payment.

Article 6. Construction Supervision/Reports

(A) The City Manager is designated as the Contract Administrator for the City. Reports and information the City reasonably requires regarding the administration of this Contract should be addressed to the City Manager with copies to Frank Alonso, City's Engineer, AMI Engineering. The City's' assigned Project Manager is Frank Alonso, P.E. City's designated Engineer.

(B) The Construction Manager for the Company is _____ (name and contact information). The Construction Manager shall supervise and direct the Work using his best skill and attention. The Construction Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7 Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand • delivery or by Federal Express addressed to the Parties at the following address:

City:
Edward Silva
City Manager
City of West Miami
901 SW 62nd. Avenue
West Miami, FL 33144

Company:
Owner/Principal_____
Title_____
Company Name_____
Address1_____
Address2_____

Article 8 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the City and any other records requested by the City prior to the termination of the Contract, or after termination in the City's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the City and any other records requested by the City prior to the termination of the Contract.)

C Liquidated Damages.

The Parties recognize that time is of the essence of this Contract and that the City will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the City will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the City is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the City the amount of One Thousand Five Hundred

Dollars and 00/100 Cents (\$1,500.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the City.

Article 9 Indemnification

- A. The Company shall indemnify, defend and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the City or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the City by the Section 768.28, Florida Statutes.
- B. The City shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the City's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the City's breach, the damages that the Company may have against the City shall be limited to actual compensatory damages. The City does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its
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reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 10 Insurance/Bonds

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after City Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the City as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions of liability--\$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the City.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after City notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

(B) Performance and Payment Bonds – must be received before Notice to Proceed is issued.

Article 11 Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 12 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13 Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The City's consent to or approval of any act by the Company requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 14. Assianment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15 Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16 Conflict of Interest

The Company agrees to adhere to the signed Conflict of Interest Form, et seq, which is incorporated by reference as if fully set forth.

Article 17 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 19 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article20 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 21 Preservation of City Property

The Company shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, City employees or City property.

Article 23 Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25 Federal and State Tax

The City is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Company authorized to use the City's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 26 Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the City in connection with this Contract shall become the property of the City and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the City, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Annery Gonzalez, AGonzalez@cityofwestmiami.org or call 786-388-5231 ext# 132 Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

Article 27 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 28 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Article 29 Warranty

All construction shall be warranted for one (1) year beginning the date of project certification. Any infrastructure deemed unacceptable shall be replaced by the Contractor at no cost to the City. Replaced infrastructures as a result of meeting warranty requirements shall be warranted for one full year from the date replacement is completed.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

Edward Silva, City Manager

Owner/Principal, Title

Attest:

Annery Gonzalez
City Clerk

APPROVED AS
TO FORM

Dexter W. Lehtinen
City Attorney

Attachments to this Contract

Project Geotechnical Report (File attached as a .pdf)

General Conditions (File attached as a .pdf)

Phase III - Plans (File attached as a .pdf)

(Total of 3.pdf's to download with solicitation)
