

# MIAMI BEACH

## Presentations & Awards/Commission Meeting SUPPLEMENTAL MATERIAL 1

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive  
February 24, 2016

Mayor Philip Levine  
Commissioner John Elizabeth Alemán  
Commissioner Ricky Arriola  
Commissioner Kristen Rosen Gonzalez  
Commissioner Michael Grieco  
Commissioner Joy Malakoff  
Commissioner Micky Steinberg

City Manager Jimmy L. Morales  
City Attorney Raul J. Aguila  
City Clerk Rafael E. Granado

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### ATTENTION ALL LOBBYISTS

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

### ADDENDUM AGENDA

#### R2 - Competitive Bid Reports

- R2A Request For Approval To Issue A Request For Proposals (RFP) No. 2016-100-KB For Design Build Services For Stormwater Pump Station At The Intersection Of Alton Road And North Bay Road And Associated Stormwater Improvements For North Bay Road.  
(Public Works)  
(Deferred from February 10, 2016 - R2A)  
**(Memorandum)**

**R7 - Resolutions**

R7A A Resolution Approving And Authorizing The Mayor And City Clerk To Execute The First Amendment To A Joint Participation Agreement (First Amendment) With Miami-Dade County (County), Which First Amendment Is Attached Hereto As Exhibit 1; And Which First Amendment Proposes To Include Within The Scope Of Services The Harmonization Of Dade Boulevard Between The Venetian Bridge And Bay Road; With A Total Project Cost To The City Of \$9,865,000: \$6,745,000 For The West Avenue Bridge And \$3,120,000 For The Harmonization Of Dade Boulevard; And A Total Contribution By The County Of \$5,011,000, Of Which \$3,011,000 Will Be Used For The West Avenue Bridge Project, And \$2,000,000 For The Increased Scope Of Services Relating To Harmonization Of Dade Boulevard.

(Public Works)

(Deferred from February 10, 2016 - R7M)

**(Memorandum, Resolution & Agreement)**

**Condensed Title:**

**REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) NO. 2016-100-KB FOR DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD**

**Key Intended Outcome Supported:**

Build And Maintain Priority Infrastructure With Full Accountability

**Supporting Data (Surveys, Environmental Scan, etc.):**

N/A

**Item Summary/Recommendation:**

The proposed pump station, at the intersection of Alton Road and North Bay Road and associated stormwater improvements for North Bay Road, is part of the ongoing effort the City of Miami Beach is currently undertaking to improve of the existing drainage conditions citywide and to provide a higher level of service by reducing flooding due to: extreme high tides, increased rainfall, intensity and duration. The new pump station will be designed to convey stormwater runoff resulting from a 5-year 24-hour rainfall event. The improvements will serve the entrance to the Mount Sinai Hospital (a critical facility) and portions of Alton Road and North Bay Road.

The City shall prepare the Design Criteria Package for the Project that will serve to define the design requirements for development of construction documents by the selected Design Build Firm (DBF), and for submission of their price proposal. The selected DBF Firm pursuant to the RFP will be responsible for the design and construction. The stormwater project will consist of the installation of a pump station and improvements to the existing storm water underground infrastructure system in the area. The City Commission's approval of this item will allow staff to initiate the appropriate procurement process by advertising the RFP for design build services for this project.

The City of Miami Beach is seeking proposals from qualified vendors for the design, permitting, construction management and construction of the Storm water Pump Station at the intersection of Alton Road and North Bay Road. The work will include but not be limited to site preparation; earthwork, storm drainage infrastructure installation and streetscape improvements. In addition to construction related services, the project will require engineering design, permitting, surveying services, utility locations, landscape architecture, and potentially geotechnical services.

**RECOMMENDATION**

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of issuance of the RFP No. 2016-100-KB for Design Build Services for the storm water pump station at the intersection of Alton Road and North Bay Road and associated storm water improvements for North Bay Road.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

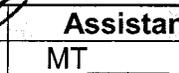
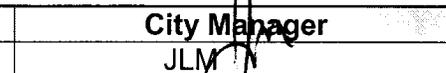
Source of Funds:	Amount	Account	Approved
1	N/A	N/A	N/A
2			
<b>Total</b>			

Financial Impact Summary: N/A

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

Alex Denis, Bruce Mowry

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD  BM 	MT  EC 	JLM 

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# MIAMI BEACH

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

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: February 24, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) NO. 2016-100-KB FOR DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD**

### ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

### BACKGROUND

The proposed pump station, at the intersection of Alton Road and North Bay Road and associated stormwater improvements for North Bay Road, is part of the ongoing effort the City of Miami Beach is currently undertaking to improve of the existing drainage conditions citywide and to provide a higher level of service by reducing flooding due to: extreme high tides, increased rainfall, intensity and duration. The new pump station will be designed to convey stormwater runoff resulting from a 5-year 24-hour rainfall event. The improvements will serve the entrance to the Mount Sinai Hospital (a critical facility) and portions of Alton Road and North Bay Road.

The City shall prepare the Design Criteria Package for the Project that will serve to define the design requirements for development of construction documents by the selected Design Build Firm (DBF), and for submission of their price proposal. The selected DBF Firm pursuant to the RFP will be responsible for the design and construction. The stormwater project will consist of the installation of a pump station and improvements to the existing storm water underground infrastructure system in the area. The City Commission's approval of this item will allow staff to initiate the appropriate procurement process by advertising the RFP for design build services for this project.

The City of Miami Beach is seeking proposals from qualified vendors for the design, permitting, construction management and construction of the Storm water Pump Station at the intersection of Alton Road and North Bay Road. The work will include but not be limited to site preparation; earthwork, storm drainage infrastructure installation and streetscape improvements. In addition to construction related services, the project will require engineering design, permitting, surveying services, utility locations, landscape architecture, and potentially geotechnical services.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFP 2016-100-KB for DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFP 2016-100-KB for DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER

IMPROVEMENTS FOR NORTH BAY ROAD (attached).

- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFP 2016-100-KB for **DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD** (attached).

### **CONCLUSION**

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP No. 2016-100-KB for Design Build Services for the storm water pump station at the intersection of Alton Road and North Bay Road and associated storm water improvements for North Bay Road is subject to funds availability approved through the City's budgeting process.

### **ATTACHMENTS**

Attachment A: RFP 2016-100-KB for Design Build Services for the Storm Water Pump Station at the Intersection of Alton Road and North Bay Road and Associated Storm Water Improvements for North Bay Road.

JLM / EC / MT / BM / AD

T:\AGENDA\2016\February\Procurement Feb 24\RFP 2016-100-KB DesignBuild Services for SW Pump Station Mount Sinai - ISSUANCE MEMO.doc

# REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD

RFP NO. 2016-100-KB

DRAFT

**RFP ISSUANCE DATE: FEBRUARY 26, 2016**

**PROPOSALS DUE: APRIL 12, 2016 @ 3:00 PM**

**ISSUED BY: KRISTY BADA**



**MIAMIBEACH**

**KRISTY BADA, CONTRACTING OFFICER II**

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, FL 33139

305.673.7000 x6218 | [kristybada@miamibeachfl.gov](mailto:kristybada@miamibeachfl.gov)

[www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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**SECTION 0100****PUBLIC NOTICE**

**City of Miami Beach**, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139,  
www.miamibeachfl.gov  
PROCUREMENT DEPARTMENT  
Tel: 305.673.7490, Fax: 786.394.4006

**REQUEST FOR PROPOSALS (RFP) No. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE  
INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD  
Miami Beach, Florida**

By means of this RFP, the City seeks to contract with a Design/Build Firm for DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD. Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II). The Design/Build Firm (DBF) will be responsible for the design, permitting, construction management and construction of the Storm water Pump Station at the intersection of Alton Road and North Bay Road. The work will include but not be limited to site preparation; earthwork, storm drainage infrastructure installation and streetscape improvements. In addition to construction related services, the project will require engineering design, permitting, surveying services, utility locations, landscape architecture, and potentially geotechnical services.

The Design Criteria Package (DCP) for this project shall be provided in digital format on CDs to all short-listed proposers following Phase I evaluation. Please call Kristy Bada at 305.673.7490, or e-mail [kristybada@miamibeachfl.gov](mailto:kristybada@miamibeachfl.gov) to secure a CD. **The cost for these CDs is \$20.** One may purchase a CD through the Finance Cashier located on the 1<sup>st</sup> Floor in City Hall. Please make reference of the RFP number (RFP 2016-100-KB) and project name (REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD) to the Finance Cashier. After purchase, CDs are to be collected by the Proposer at the Procurement Office located on the 3<sup>rd</sup> Floor in City Hall with presentation of receipt from the Finance Cashier.

A Pre-Proposal Conference, as further detailed in Section 0100-10 of the RFP is scheduled for **10:00AM on March 15, 2016** in the Procurement Department Conference Room located at City of Miami Beach, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, FL 33139.

Sealed proposals, for Phase I, will be received by the City of Miami Beach Department of Procurement, 3<sup>rd</sup> Floor, 1755 Meridian Avenue, Miami Beach, Florida 33139, **until 3:00 p.m. on APRIL 12, 2016**, for REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD (the Project).

Sincerely,



Alex Denis  
Director, Procurement Department

**SECTION 0200**
**INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

**1. GENERAL.** This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

**2. PURPOSE.**

By means of this RFP, the City seeks to contract with a Design/Build Firm for DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD. Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II). Phase I Proposers will be evaluated in accordance with the criteria established in Section 0400 for Phase I Evaluation. Following City Commission selection of the short-listed proposers pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare a detailed technical proposal for the Project. The short-listed proposers will also be provided, via addendum, with the formal Design Criteria Package (DCP) and Design/Build Agreement. Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals. Additionally, the City will conduct a pre-submittal conference with short-listed proposers to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation. Following City Commission approval of the City Managers recommendation pursuant to Phase II, the City will enter into contract negotiations and execution.

This RFP is issued pursuant to Chapter 287.055, Florida Statutes, the Consultants Competitive Negotiations Act (CCNA).

**3. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

<b>Phase I - Qualifications</b>	
RFP Issued	February 26, 2016
Pre-Proposal Meeting	MARCH 15, 2016 AT 10:00 AM
Deadline for Receipt of Questions	APRIL 4, 2016 AT 5:00 PM
Responses Due	APRIL 12, 2016 AT 3:00 PM
Evaluation Committee Meeting	TBD
Commission Approval to Shortlist	TBD
<b>Phase II - Technical Proposals</b>	
Solicitation Issued to Short-Listed Proposers	TBD
Pre-Submittal Meeting	TBD



**8. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• CONE OF SILENCE.....</li> <li>• PROTEST PROCEDURES.....</li> <li>• DEBARMENT PROCEEDINGS.....</li> <li>• LOBBYIST REGISTRATION AND DISCLOSURE OF FEES.....</li> <li>• CAMPAIGN CONTRIBUTIONS BY VENDORS.....</li> <li>• CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES.....</li> <li>• REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS.....</li> <li>• LIVING WAGE REQUIREMENT.....</li> <li>• PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.....</li> <li>• FALSE CLAIMS ORDINANCE.....</li> <li>• ACCEPTANCE OF GIFTS, FAVORS &amp; SERVICES.....</li> </ul> | <p>CITY CODE SECTION 2-486<br/>           CITY CODE SECTION 2-371<br/>           CITY CODE SECTIONS 2-397 THROUGH 2-485.3<br/>           CITY CODE SECTIONS 2-481 THROUGH 2-406<br/>           CITY CODE SECTION 2-487</p> <p>CITY CODE SECTION 2-488</p> <p>CITY CODE SECTION 2-373<br/>           CITY CODE SECTIONS 2-407 THROUGH 2-410</p> <p>CITY CODE SECTION 2-374<br/>           CITY CODE SECTION 70-300<br/>           CITY CODE SECTION 2-449</p> |
|---|--|

**9. PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**10. COMPLAINT WITH THE CITY'S LOBBYIST LAWS.** This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

**11. DEBARMENT ORDINANCE:** This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

**12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS.** This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

**13. CODE OF BUSINESS ETHICS.** Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**14. AMERICAN WITH DISABILITIES ACT (ADA).** Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

**15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS.** The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

**16. PROTESTS.** Proposers that are not selected may protest any recommendation for selection of award in accordance with

eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

**17. Omitted Intentionally**

**18. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

**19. DETERMINATION OF AWARD.** Pursuant to F.S. 287.055, the City shall first consider the qualifications of firms through the process outlined in Section 0400, Evaluation Methodology. **The Evaluation of proposals shall proceed in a two-phase process:**

- A. Phase I – Proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase I Evaluation. Following the Phase I Evaluation Process, the City Manager may submit a recommendation to the City Commission to short-list one or more proposers at the conclusion of the Phase I evaluation to be considered in Phase II. The number of respondents recommended to be short-listed for consideration in Phase II is solely at the discretion of the City Manager.
- B. Phase II – Short-listed Proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation.

The results of both Phase I and Phase II evaluations will be considered by the City Manager who may recommend to the City Commission the respondent(s) he deems to be in the best interest of the City, or may recommend rejection of all responses. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- a. The ability, capacity and skill of the proposer to perform the contract.
- b. Whether the proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation for each phase and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another proposer (or proposers) which it deems to be in the best interest of the City, or it may also reject all responses.

Once the Phase II ranking is approved by the City Commission, the City will enter into contract negotiations with the top ranked firm. If the City and selected firm cannot agree on contractual terms, the City will terminate negotiations and begin negotiations with the next ranked firm, continuing this process with each firm in rank order until agreeable terms can be met or the procurement is terminated. Contract negotiations and execution will take place as quickly as possible after selection.

**20. NEGOTIATIONS.** Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

**21. Postponement/Cancellation/Acceptance/Rejection.** The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

**22. PROPOSER'S RESPONSIBILITY.** Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**23. COSTS INCURRED BY PROPOSERS.** All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

**24. RELATIONSHIP TO THE CITY.** It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

**24. OCCUPATIONAL HEALTH AND SAFETY.** In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

**25. ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

**26. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**27. MISTAKES.** Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

**28. PAYMENT.** Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

**29. COPYRIGHT, PATENTS & ROYALTIES.** Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**30. DEFAULT:** Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City

Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

**31. MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

**32. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**33. NON-DISCRIMINATION.** The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.

**34. DEMONSTRATION OF COMPETENCY.** The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

**35. ASSIGNMENT.** The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**36. LAWS, PERMITS AND REGULATIONS.** The Proposer shall obtain and pay for all licenses, permits, and inspection fees

required to complete the work and shall comply with all applicable laws.

**37. OPTIONAL CONTRACT USAGE.** When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**39. DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

**40. INDEMNIFICATION.** The Proposer 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, 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 the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor 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 Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor 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. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**41. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**42. FLORIDA PUBLIC RECORDS LAW.** Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**43. OBSERVANCE OF LAWS.** Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

**44. CONFLICT OF INTEREST.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**45. MODIFICATION/WITHDRAWALS OF PROPOSALS.** A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

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

**48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

**49. SUPPLEMENTAL INFORMATION.** City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

**50. ADDITIONAL SERVICES.** Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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**SECTION 0300**
**PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. SEALED RESPONSES.** One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

**3. PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

**PHASE I RESPONSE FORMAT**

<b>TAB 1</b>	<b>Cover Letter &amp; Minimum Qualifications Requirements</b>
<p><b>1.1 Cover Letter and Table of Contents.</b> The cover letter must indicate Prime Proposer and Prime Proposer Primary Contact for the purposes of this solicitation. (1 page cover letter)</p>	
<p><b>1.2 Response Certification, Questionnaire &amp; Requirements Affidavit (Appendix A).</b> Attach Appendix A fully completed and executed.</p>	
<p><b>1.3 Minimum Qualifications Requirements.</b> Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications, as required herein.</p>	
<p style="padding-left: 40px;"><b>1.3.1 Request for Qualification Similar Experience.</b> For each project that complies with the minimum requirements on Appendix C, Section C1, No. 3, submit project name, total contract award amount, completion date, scope of work, project contact information (phone and email); and prime proposer's role in project.(1 page per project)</p>	

<b>TAB 2</b>	<b>Project Team</b>
<p>Prime Proposer shall submit a design-build team organizational structure that has a sufficient number of professionals and other personnel to perform the work, including:</p>	
<p>1. <b>Organizational Chart.</b> An organizational chart depicting the structure and lines of authority and communication. A narrative that describes the intended structure regarding project management, accountability and compliance with the terms of the RFP. (1 page)</p>	
<p>2. <b>Key Personnel.</b> Identify all key personnel, including the Project Manager, who will be assigned to the Project and their intended functions and responsibilities. Also indicate the percentage of time commitment of each key person on this Project. (2 pages)</p>	
<p>3. <b>Resumes.</b> Resumes of the team's key personnel who will be assigned to the Project that demonstrate their experience and qualifications, education and performance record.,The Prime Proposer shall include the above listed information for the following proposed project team members:(1 page per resume)</p>	
<p style="padding-left: 40px;">a. Design/Build Project Manager</p>	
<p style="padding-left: 40px;">b. Construction Manager</p>	

- c. Construction Superintendent for the DBF and other major subcontractors
  - d. Lead Designer Design Manager
  - e. Project Engineer(s)
  - f. Surveyor
4. **Evidence Of Prior Working Experience.** Submit evidence that the proposed team has successfully collaborated on prior projects. For each project, submit project name, brief description of project, date of completion, owner's representative, and owner's representative contact information.(Limit to (3) projects)
5. **Other.** Provide any other information the Proposer believes will help the City understand and evaluate the team's capabilities.(1 page)

**TAB 3 Design/Build Firm (Prime Proposer) Experience & Qualifications**

**Qualifications of Firm.** Describe experience and qualifications of the Prime Respondent in providing the services detailed herein.

- 1. **Company Information:** Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (1 page)
- 2. **Company's List of Similar Experience and Qualifications:** Provide a list of the company's experience and qualifications with the services detailed herein. Provide a table that includes the following information: agency name, project name, type of project (right-of-way, design/build, etc.), percentage completed, anticipated completion date, your firm's role (i.e. design/build, lead designer, lead constructor). (1 page)
- 3. **Relevant Experience:** Summarize 3 of the company's most similar projects of comparable size and scope where similar services to those described in this RFP have been provided. Projects must illustrate familiarity with all of the following aspects: Pump station construction, underground utility construction, storm water collection and disposal, and construction of drainage structures which required deep excavation.. For each project include:(1 page per project)
  - a. Project name and location
  - b. Project description
  - c. Date of project completion
  - d. Awarded contract amount and final contract amount
  - e. Original contract duration and final contract duration
  - f. Number of change orders
  - g. Indicate firm's role in the project (design/builder, lead designer, or lead constructor).
  - h. The names of the key project managers, highlighting any individuals who also worked on this project.
  - i. Reference contact information (including name, address, telephone number and e-mail address).
- 4. **Safety Record:** Provide the firm's Experience Modification Rate (EMR) data for the previous three (3) full calendar years on a firm-wide basis, which shall be documented by a signed letter with contact information from the firm's insurance carrier, or the insurance carrier's agency representative.
- 5. **Dun & Bradstreet Supplier Qualifier Report:** Design/Build Firm shall pay D&B to send the Supplier Qualifier Report (SQR) to the City through electronic means [kristybada@miamibeachfl.gov](mailto:kristybada@miamibeachfl.gov). The cost of the preparation of the D&B report shall be the responsibility of the Proposer. The proposer can request the report from D&B at:  
 U<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696UU>
- 6. **Insurance:** Provide a letter from Proposer's insurer on the insurer company letterhead that the insurer can provide levels of coverage to the Proposer as indicated in Appendix E – Insurance Requirements.
- 7. **Minority/Women-owned Business Enterprise (MWBE) or Small/Disadvantaged Business Enterprise (S/DBE).** Submit certification from either The State of Florida Office of Supplier Diversity or Miami Dade County.

**TAB 4 Lead Designer Experience & Qualifications**

**Qualifications of Firm.** Describe experience and qualifications in providing in providing the services detailed herein.

1. **Company Information:** Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (1 page)
2. **Company's List of Similar Experience and Qualifications:** Provide a list of the company's experience in providing the services detailed herein. Provide a table to include the following information: agency name, project name, type of project, percentage completed, anticipated completion date, your firm's role (i.e. lead designer) (1 page).
3. **Florida Registration:** Provide evidence of professional registration pursuant to Chapter 287.055, Florida Statutes, the Consultants Competitive Negotiations Act (CCNA).
4. **Relevant Experience:** Summarize (3) of the company's most similar design projects of comparable size and scope where similar services to those described in this RFP have been provided. Projects must illustrate familiarity with the following aspects: Pump station design including pollution control structures, closed drainage systems, extensive utility coordination and maintenance of traffic. Preference will be given to projects where impacts to adjacent were mitigated during design. For each project include:
  - a. Project name and location
  - b. Project description
  - c. Date of project completion
  - d. Awarded contract amount for the design portion.
  - e. List of permits applied and obtained
  - f. The names of the key project engineers, highlighting any individuals who will also work on this project
  - g. Reference contact information (including address, telephone number and e-mail address).

**TAB 5**    **Forms**

Provide Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed. The Certification, Questionnaire & Requirements Affidavit (Appendix A) must be signed by the Prime Proposer.

**Note:** After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

**PHASE II RESPONSE FORMAT (TECHNICAL PROPOSAL)**

In order to maintain comparability, facilitate the review process, and assist the Evaluation Committee in review of responses, it is recommended that responses be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittals should be bound and tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposers should prepare narratives, specification etc. on 8.5 x 11 paper. All Plans shall be provided bound flat not in a 3-ring binder with 11"x17" paper containing a title block, drawing titles, dated and numbered. Please feel free to include other materials, such as covers, appendices, brochures, etc. at your discretion.

**Due Diligence and Site Inspections:** It is the responsibility of each Proposer, before submitting the Phase II proposal, to:

- Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award;
- Study and carefully correlate Proposer's observations with the RFP; and

The submission of a proposal shall constitute an incontrovertible representation by proposer that proposer has complied with the above requirements and understands all terms and conditions for performance and furnishing of the Work.

The City reserves the right to require additional information to determine financial capability. Proposer shall have ten (10) calendar days respond to such a request.

<b>TAB 1</b>	<b>Project Technical Proposal</b>
<p>The Technical Proposal shall document team's understanding of the project, major design elements, materials and methods. The Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and conceptual sketches as appropriate. The technical proposal shall be insufficient detail to allow the City to evaluate its compliance with the design criteria package, including major systems and requirements.</p>	
<b>TAB 2</b>	<b>Subcontractor Experience &amp; Qualifications</b>
<p><b>Qualifications of Key Subcontractors.</b> For each key construction subcontractor (whose value of work exceeds \$500,000) describe experience and qualifications as detailed below.</p> <ol style="list-style-type: none"> <li>1. <b>Company Information:</b> Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (1 page)</li> <li>2. <b>Company's List of Similar Experience and Qualifications:</b> Provide a list of the company's experience and qualifications with the Services detailed herein. Provide a table that includes the following information: agency name, project name, type of project right-of-way, design/build, etc.), work assigned. (1 page)</li> <li>3. <b>Relevant Experience:</b> Summarize (3) of the company's most similar projects of comparable size and scope where similar construction services have been provided. Please be specific of the actual work provided by this firm that relates to this project. (1 page per project) For each project include:             <ol style="list-style-type: none"> <li>a. Project name and location</li> <li>b. Project description</li> <li>c. Date of project completion</li> <li>d. Amount of contract for the portion of the work provided by this firm.</li> <li>e. Reference contact information</li> </ol> </li> </ol>	
<b>TAB 3</b>	<b>Approach &amp; Methodology Plan</b>

Proposer shall, at a minimum, address the following factors:

1. The Proposer shall illustrate complete understanding of the scope of work for all components of the project. The narrative shall address methodology, sequencing, maintenance of traffic (MOT) and phasing of the various work efforts.
2. The Proposer shall describe the efforts involved in coordinating with all utilities including but not limited to Florida Power and Light (FPL), AT&T and Atlantic Broadband (ABB).
3. Proposer shall clearly detail and present its approach to all required permitting issues, including but not limited to, water distribution system, stormwater drainage system, , landscaping etc., relative to the applicable agency(ies) and entity(ies), e.g. City of Miami Beach, SFWMD, FDOT, FDEP, USACOE, Miami-Dade County RER, Fl. Dept. of Health, etc.
4. Proposer shall describe their Quality Assurance / Quality Control Plan ("QA/QC Plan") for the Work, including design, construction, coordination, implementation and completion of the Project. The Proposer shall explain its QA/QC Plan and the plan for any of its subconsultants or Subcontractors, namely the policies and procedures that will be used to assure the complete and the accurate management of the Project.
5. Proposer must perform at least sixty percent (60%) of the construction work with the firm's own forces.
6. Proposer shall provide summary narrative inclusive of the proposer's project understanding, scheduling including key performance and success factors, and the proposed design and construction approach which highlights the main attributes and benefits of this approach.
7. Proposer shall describe the technical approach, and provide calculations and drawings as applicable, to sufficiently demonstrate the following:
  - a. Typical plan and profile of the proposed pump station.
  - b. Anticipated utility impacts and how to effectively coordinate with private utilities.
  - c. Planned supplementary geotechnical investigations, or environmental/ contamination surveys/assessments by the proposer to support or validate the proposer's design approach, if any.
8. Proposer shall describe the project schedule approach utilizing the Critical Path Method
  - a. Schedule shall utilize calendar days,
  - b. Weekend and City Holidays shall not be considered work days
9. Proposer shall describe the planned environmental quality management approach by demonstrating the following:
  - a. Approach to minimize community impacts from, construction noise, dust and vibration.
  - b. Correcting any resultant settlement and / or damage to any existing structures that are a consequence of the Proposer's construction activities.
  - c. Prevention or containment of any discharges caused by the proposed work.
  - d. Pre-treatment of construction water prior to disposal to ensure compliance with permit requirements.
10. It is the objective of the City that, at a minimum, 60% of the construction portion of the project defined herein shall be performed directly by the Prime Contractor (rather than through sub-contractors). To evaluate compliance with this objective, proposers shall submit a schedule, by Construction Specification Institute (CSI) Division, denoting which sections of the scope shall be performed directly by the Prime Contractor (with its own forces) and which sections are intended to be subcontracted.
11. Describe plan on how construction staging areas, pedestrian paths, vehicular traffic patterns, etc. will be handled in order to mitigate disruption.

**TAB 4**

**Project Schedule**

The Proposer shall submit a Preliminary CPM Project Schedule covering the period from NTP to Final Completion with the submittal which will be the initial Project Baseline Schedule. The Preliminary Project Schedule shall include all major design, permitting, procurement and construction, testing and commissioning activities and meet the stated Contract Dates and any other suggested major milestones. Activities shall indicate their associated phasing and dependence with other activities, and highlight the main, coordination efforts and issues requiring the City's involvement and necessary reviews.

At a minimum, the Preliminary Project Schedule must address the following milestones and activities:

- Design Schedule & Submittals
- Design Phase Reviews by the City – Assume 4 weeks
- Community Involvement
- Permitting
- Utility Coordination/Relocation
- Start and completion of Construction, Testing and Commissioning
- Substantial Completion and Final Completion Dates for all Work.

**TAB 5**    **Lump Sum Price**

Submit a Lump Sum Price for delivering the completed Project consistent with the Design Criteria Package. Utilize Appendix D – Cost Tender Form to submit your Lump Sum Price.

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**SECTION 0400**

**PROPOSAL EVALUATION**

The Evaluation Process will be conducted in two phases.

**PHASE I EVALUATION PROCESS**

**1. Two Step Evaluation.** The evaluation of responsive proposals in Phase 1 will proceed in a two-step process. The first step (Step 1) will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step (Step 2) will consist of quantitative criteria established below to be added to the first step scores by the Procurement Department. The City reserves the right to engage the advice of its consultant, DCP or other technical experts in assisting the Evaluation Committee in the review of proposals received.

**2. Phase I / Step 1 Evaluation (100 Points).** An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Proposers will be evaluated on the following criteria (100 maximum possible points):

- Project Team (30 Points)
- Design/Build Firm Experience & Qualifications (40 Points)
- Lead Designer Experience & Qualifications (30 Points)

**3. Phase I / Step 2 Evaluation (10 Points).** Following the results of Step 1 Evaluation Qualitative criteria, the proposers may receive additional points to be added by the Procurement Department to those points earned in Step 1, as follows.

- Veterans and State-Certified Service-Disabled Veteran Business Enterprise (5 points)
- Prime Proposer Volume of Work (0-5 Points). Points awarded to the proposer for volume of work awarded by the City in the last three (3) years in accordance with the following table:

Less than \$250,000	5
\$250,000.01 – \$2,000,000	3
Greater than \$2,000,000	0

**4. Determination of Phase I Ranking.** Phase 1/Step 1 scores (by the Evaluation Committee) and Phase 1/Step 2 scores (by the Procurement Department) will be converted to rankings in accordance with the following example:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	10	7	5
	Total	92	84	85
	Rank	1	3	2
Committee Member 2	Step 1 Points	90	85	72
	Step 2 Points	10	7	5
	Total	100	92	79
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	10	7	5
	Total	90	81	72
	Rank	1	2	3
<b>Low Aggregate Score</b>		<b>3</b>	<b>7</b>	<b>8</b>
<b>Phase I Ranking</b>		<b>1</b>	<b>2</b>	<b>3</b>

If fewer than three responsive proposals are received by the City or if all responsive proposals received are determined by City Manager to be qualified for Phase II, Phase II may proceed without interruption or additional approvals following Phase I. Otherwise, the City Manager may submit a recommendation to the City Commission to short-list one or more proposers at the conclusion of the Phase I evaluation. Following City Commission approval of the City Manager's recommendation pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare a detailed technical proposal for the Project. The short-listed proposers will also be provided, via addendum, with the formal Design Criteria Package (DCP) and the Design/Building Agreement. Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals. Additionally, the City will conduct a pre-submittal conference with short-listed proposer to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation.

**PHASE II EVALUATION PROCESS**

The Phase II evaluation process shall be completed by a Technical Review Committee, appointed by the City Manager, who may be different than the Evaluation Committee, who shall meet to evaluate each short-listed response and technical package in accordance with the criteria established below. In doing so, the Evaluation Committee will:

- a. Interview short-listed proposers, if deemed necessary.
- b. Receive input from a Technical Review by City Staff, the Design Criteria Professional, and other City advisors
- c. Recommend the Voluntary Alternate Proposals to accept, if any
- d. Score proposers utilizing the Evaluation Criteria

Proposers will be evaluated on the following criteria (100 maximum possible points):

- Technical Proposals (25 Points)
- Subcontractor Experience & Qualifications (5 Points)
- Approach & Methodology Plan (10 Points)
- Project Schedule (10 Points)
- Lowest GMP (50 Points)

Each proposed GMP shall be scored as follows:

<b>Sample Objective Formula for Cost</b>				
<b>Vendor</b>	<b>Lump Sum Price</b>	<b>Example Maximum Allowable Points</b> <small>(Points noted are for illustrative purposes only. Actual points are noted above.)</small>	<b>Formula for Calculating Points</b> <small>(lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points)</small> <b>Round to</b>	<b>Total Points Awarded</b>
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

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**SECTION 0500****CITY OF MIAMI BEACH LICENSES, PERMITS AND FEES**

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

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

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

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

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

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

b) If a Dade County Licensed Contractor:

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

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

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**REQUEST FOR PROPOSALS (RFP) No. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE  
INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR  
NORTH BAY ROAD**

**Note:** The Proposer shall obtain and pay for all permits required for execution of the work; provided however, that the City will waive Public Works Department Right-of-Way permit fees.

**PERMITS**

- I. MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) (formerly DERM).**
- Class II Permit for Construction of Drainage System with Outfall.
  - Class V Dewatering Permit
  - Drainage Well Permit
  - File Notice of commencement with SFWMD and RER
- II. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)**
- Notice of Intent to Use Generic Permit for Storm Water Discharge from Large and Small Construction Activities
  - National Pollutant Discharge Elimination System (NPDES) permit
- III. FLORIDA POWER AND LIGHT (FPL)**
- IV. CITY OF MIAMI BEACH PUBLIC WORKS DEPARTMENT**
- ROW Permit - Fee to be waived.
  - Building Department - Plumbing, Structural, Electrical - Fees to be waived with the exception of Dade County fees
  - Notice of Commencement Permit
- V. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) Environmental Resource Permit (ERP)**

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# APPENDIX A



# MIAMI BEACH

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## Proposal Certification, Questionnaire & Requirements Affidavit

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RFP NO. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD  
SERVICES FOR STORM WATER PUMP STATION AT  
THE INTERSECTION OF ALTON ROAD AND NORTH  
BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Avenue , 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Solicitation No: 2016-100-KB	Solicitation Title: REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD	
Procurement Contact: KRISTY BADA	Tel: 305-673-7490	Email: KRISTYBADA@MIAMIBEACHFL.GOV

### PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES  NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

YES  NO

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

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA            )  
   )  
 County of \_\_\_\_\_)  
 \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_ who stated that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
 Notary Public for the State of Florida  
 My Commission Expires: \_\_\_\_\_.

# APPENDIX B



# MIAMI BEACH

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## “No Bid” Form

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RFP NO. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD  
SERVICES FOR STORM WATER PUMP STATION AT  
THE INTERSECTION OF ALTON ROAD AND NORTH  
BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

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

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

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

**Legal Company Name:** \_\_\_\_\_

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

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
PROCUREMENT DEPT.  
ATTN: **Kristy Bada**  
STATEMENTS OF QUALIFICATIONS #2016-100-KB  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

# APPENDIX C



MIAMI BEACH

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## Minimum Requirements & Specifications

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RFP NO. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD  
SERVICES FOR STORM WATER PUMP STATION AT  
THE INTERSECTION OF ALTON ROAD AND NORTH  
BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

**C1. Minimum Eligibility Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Design/Build Firm must be licensed as a General Contractor or Underground Utility Contractor in the State of Florida.

**Submittal Requirement: Submit a copy of the required license(s).**

2. Design/Build Firm must have completed the construction of at least two (2) pump station projects similar to this project within the last ten (10) years as a prime contractor or as a design builder.

**Submittal Requirement: For each project, submit project name, brief description of project, date of completion, owner's representative, and owner's representative contact information.(1 page per project)**

3. Design/Build Firm or its Consulting Firm must have completed the design of at least two (2) pump stations similar to this project within the last ten (10) years.

**Submittal Requirement: For each project, submit project name, brief description of project, date of completion, owner's representative, and owner's representative contact information. (1 page per project)**

4. Design/Build Firm its design consultant shall demonstrate to have successfully completed the design for deep underground structures of at least (2) projects during the last 10 years. Preference will be given for projects within the Miami Beach and/or coastal communities within the Miami Dade area.

**Submittal Requirement: For each project, submit project name, brief description of project, date of completion, owner's representative, and owner's representative contact information. (1 page per project)**

5. Design/Build Firm must submit documentation acceptable to the City that the Final Design team member is pre-qualified under Miami-Dade County, Internal Services Department, Procurement Management Services Division, for the following categories:

- 3.02 - Highway Systems – Highway Design
- 3.09 – Highway Systems – Signing, Pavement Marking, Channel6.01 – W & S System – Water Distribution and Sanitary Sewage Collection9.02 Soils, Foundations and material testing.
- 6.02 – W&S – Major Water & Sewer Pumping Facility
- 10.01 – Environmental Engineering – Stormwater Drainage Design
- 16.00 – General Civil Engineering

**Submittal Requirement: Submit a copy of the required pre-qualifications.**

6. Proposer must have sufficient bonding capacity for a Payment and Performance Bond in an amount not less than \$5 million.

**Submittal Requirement: Provide a letter from a Surety firm affirming that the Proposer has sufficient bonding capacity to provide performance and payment bonds in an**

amount not less than \$5 million for the project. The Surety firm shall be rated by AM Best as to be no less than A- (Excellent) and within a Financial Size Category of no less than Category V (\$10 - \$25 million). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

## **C2. Statement of Work Required.**

The purpose of this RFP is to contract with a Design/Build Firm for REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD. Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II). Phase I Proposers will be evaluated in accordance with the criteria established in Section 0400 for Phase I Evaluation. Following City Commission selection of the short-listed proposers pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare a detailed technical proposal for the Project. The short-listed proposers will also be provided, via addendum, with the formal Design Criteria Package (DCP) and Design/Build Agreement. Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals. Additionally, the City will conduct a pre-submittal conference with short-listed proposers to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation. Following City Commission approval of the City Managers recommendation pursuant to Phase II, the City will enter into contract negotiations and execution.

### **Scope of Work:**

The Design/Build Firm (DBF) will be responsible for the survey, design, permitting, construction management and construction of the REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD. The work will include but not be limited to site preparation; earthwork, storm drainage infrastructure installation and site restoration. In addition to construction related services, the project will require engineering design, permitting, surveying services, utility locations, landscape restoration, and potentially geotechnical services.

The scope of work for this project includes the design, construction and construction management of a functionally complete storm water pump station at the intersection of Alton Road and North Bay Road and storm sewer infrastructure on North Bay Road:

#### **A. Pump Station:**

- 1) 2 – 20,000 GPM (gallon per minute) low head axial pumps with a wet well designed and constructed.
- 2) Pump station control panel for electrical, instrumentation and controls.
- 3) Electrical ducts from FPL power service point to the pump station.
- 4) A Water quality treatment structure. Structure designed to treat 25 CFS with a total

peak flow of 45 CFS through the structure.

- 5) A trash rack structure is to be included to minimize debris from entering Biscayne Bay.
- 6) An energy dissipater unit downstream of the pumps designed to limit the discharge flow velocity no higher than permitted into Biscayne Bay. The dissipater shall be designed and constructed integrally with the seawall to minimize the footprint.
- 7) Approximately 100 feet of new seawalls using the most updated Public Works standard seawall detail. Portion of the seawalls to have submerged cut out openings with manatee grates to allow storm water runoff into Biscayne Bay.
- 8) A gravity bypass outfall equipped with Tideflex Check Valves to prevent backflow into the drainage system.
- 9) Site Improvements include:
  - i. A new driveway on Alton Road for maintenance trucks to access the pump station properly designed for trucks to turn around and exit the proposed driveway.
  - ii. Provide plantings consistent with the landscaping in this vicinity.
  - iii. Reconstruct existing sidewalk, concrete curb, drainage, etc. damaged by the proposed construction.

**B. Storm Sewer System**

- 1) A 48" diameter reinforced concrete pipe trunk line from the pump station extending north on North Bay Road.
- 2) A force main extending from the pump station to Biscayne Bay.

**C. Existing utilities, storm sewer and sanitary sewer will be relocated and/or reconstructed as necessary to accommodate the construction of the pump stations.**

**D. Restoration/reconstruction of all infrastructure removed and/or damaged during construction of the pump stations.**

**Proposed Budget:**

The City of Miami Beach's Public Works budget for the proposed project is \$5 Million.

**Project Duration:** The Design/Build Firm must complete the Work by the following durations, which exclude the warranty administrative period.

- Design & Permitting Phase: 90 Days from the issuance of Notice to Proceed 1 (NTP1)
- Substantial Completion: 120 Calendar Days from the issuance of applicable permits.
- Final Completion: 30 Calendar Days from date of attaining Substantial Completion.

If the Design/Build Firm does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages (LDs) will be assessed in the amount of \$5,000.00 per calendar day, which will be paid to the City by the Design/Build Firm. If the Design/Build Firm does not achieve Final Completion by the established Final Completion Contract Date, LDs will be assessed in the amount of \$1,000.00 per calendar day, which will be paid to the City by the Design/Build Firm. LDs will be cumulative if both the Substantial Completion Contract Date and

the Final Completion Contract Date are exceeded. All assessments of LDs to the Design/Build Firm may be adjustments to payments due to the Design/Build Firm.

**Location of Work:** The project is located at the intersection of Alton Road and North Bay Road.

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# APPENDIX D



MIAMI BEACH

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## Special Conditions

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RFP NO. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD  
SERVICES FOR STORM WATER PUMP STATION AT  
THE INTERSECTION OF ALTON ROAD AND NORTH  
BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

**1. TERM OF CONTRACT.** Not Applicable.

**2. OPTIONS TO RENEW.** Not Applicable.

**3. PRICES.** Not Applicable.

**4. EXAMINATION OF FACILITIES.** Not Applicable.

**5. INDEMNIFICATION.** Provider shall indemnify 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, 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 Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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 issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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.

**6. PERFORMANCE BOND.** Not Applicable.

**7. REQUIRED CERTIFICATIONS.** Not Applicable.

**8. SHIPPING TERMS.** Not Applicable.

**9. DELIVERY REQUIREMENTS.** Not Applicable.

**10. WARRANTY REQUIREMENTS.** Not Applicable.

**11. BACKGROUND CHECKS.** Not Applicable.

**12. COMPETITIVE SPECIFICATIONS.** It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.

**13. ADDITIONAL TERMS OR CONDITIONS.** This RFP, including the attached Sample Contract, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a proposal, consultant agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

**14. PRECLUSION.** Successful Proposer and sub-consultants contracted to provide architectural and engineering design services for a particular project are precluded from bidding/responding to the competitive solicitation for the design construction of the project.

**15. CHANGE OF PROJECT MANAGER.** A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

**16. SUB-CONSULTANTS.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

**17. NEGOTIATIONS.** Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

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# APPENDIX E



MIAMI BEACH

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## Cost Tender Form (SAMPLE ONLY)

**Actual Cost Tender Form shall be provided to short-listed firms  
at the conclusion of Phase I Evaluation.**

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RFP NO. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD  
SERVICES FOR STORM WATER PUMP STATION AT  
THE INTERSECTION OF ALTON ROAD AND NORTH  
BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

**Section 1 – Certification**

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

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

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

REQUEST FOR PROPOSALS (RFP) No. 2016-100-KB  
 REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION AT  
 THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED STORMWATER  
 IMPROVEMENTS FOR NORTH BAY ROAD

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

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

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA ) On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
 personally

) appeared before me \_\_\_\_\_ who  
 \_\_\_\_\_ ) stated that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, a  
 corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of  
 directors and acknowledged said instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
 Notary Public for the State of Florida  
 My Commission Expires: \_\_\_\_\_.

**Section 2 – LUMP SUM PRICE - SAMPLE**

**REQUEST FOR PROPOSALS (RFP)  
No. 2016-100-KB**

**REQUEST FOR PROPOSAL (RFP) DESIGN BUILD SERVICES FOR STORM WATER PUMP STATION  
AT THE INTERSECTION OF ALTON ROAD AND NORTH BAY ROAD AND ASSOCIATED  
STORMWATER IMPROVEMENTS FOR NORTH BAY ROAD FURTHER BREAKDOWN OF LINE ITEMS  
INDICATED MAY BE PROVIDED AT THE DISCRETION OF THE PROPOSER**

Item No.	Item Description	Unit Price
1	Professional Services	
2	General Conditions	
3	Stormwater Collection and Disposal Facility Construction	
4	Allowance: Permit Fees	\$50,000.00
5	Consideration for Indemnification of City	\$25.00
6	Cost for compliance to all Federal and State requirements of the Trench Safety Act	\$25.00
7	Total Pump Station	
8	Owner controlled project contingency 10% Total Pump Station	
	<b>GMP Total Pump Station</b> (numerical value)	

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

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

**PROPOSER (Print):** \_\_\_\_\_

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

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

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

**NAME/TITLE OF REPRESENTATIVE (Print):** \_\_\_\_\_

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

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

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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RFP NO. 2016-100-KB  
REQUEST FOR PROPOSAL (RFP) DESIGN BUILD  
SERVICES FOR STORM WATER PUMP STATION AT  
THE INTERSECTION OF ALTON ROAD AND NORTH  
BAY ROAD AND ASSOCIATED STORMWATER  
IMPROVEMENTS FOR NORTH BAY ROAD

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1755 Meridian Avenue, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

## INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The provider shall furnish to Department of Procurement, City of Miami Beach, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$2,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.
- E. Installation Floater Insurance including coverage for material & equipment to be installed during the course of this project. City of Miami Beach shall be included as a Named Insured on this policy, as its insurable interest may appear. This policy shall remain in force until acceptance of the project by the City.

A waiver of subrogation in favor of the City must be included for the policies required above. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1755 MERIDIAN AVENUE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.**

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**Condensed Title:**

A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To A Joint Participation Agreement (JPA) With Miami-Dade County To Include The Harmonization Of Dade Boulevard To The West Avenue Bridge Project, With This Addendum, The Total Contribution By The County Of This JPA Will Be In The Amount Of \$5,011,000, Of Which \$3,011,000 Will Be Used For The West Avenue Bridge Project And \$2,000,000 For Dade Boulevard Harmonization Project.

**Key Intended Outcome Supported:**

Build and maintain priority infrastructure with full accountability

**Item Summary/Recommendation:**

A Joint Participation Agreement (JPA) for the West Avenue Bridge Project was executed on September 19, 2011 between the City of Miami Beach and Miami-Dade County. The entirety of the bridge project had an estimated total cost of \$5,491,521 for property acquisition and construction. Dade Boulevard is a County owned roadway. Of this amount, the Miami-Dade County previously agreed to fund \$3,011,000 towards this project. The scope of the project includes harmonizing a portion of Dade Boulevard (Bay Road to Alton Road) with the new West Avenue Bridge.

At its December 9, 2015 meeting, the City Commission approved Amendment No. 4 to the existing Sunset Harbour contract to raise the remaining roads within that neighborhood. The result of these two projects will leave a portion of Dade Boulevard (Bay Road to Venetian Bridge) low and subject to tidal flooding.

The City reached out to Miami-Dade County to amend the original JPA to add this portion of Dade Boulevard to the original West Avenue Bridge project. On December 30, 2015, Miami-Dade County agreed to fund additional monies, estimated at \$2,000,000, for the harmonization of the remaining portion of Dade Boulevard. A draft JPA (ATTACHMENT) from the County was received on February 19, 2016.

**THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.**

**Advisory Board Recommendation:**

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	2,000,000.00	Capital Reserve Fund 304	
	2			
OBPI	Total			

**Financial Impact Summary:** Capital Reserve-to be reimbursed by MDC contingent upon the JPA being executed/as adopted on the third capital budget amendment.

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

Eric Carpenter, Public Works X6012

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JJF 	ETC 	JLM 

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## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: February 24, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO A JOINT PARTICIPATION AGREEMENT (FIRST AMENDMENT) WITH MIAMI-DADE COUNTY (COUNTY), WHICH FIRST AMENDMENT IS ATTACHED HERETO AS EXHIBIT 1; AND WHICH FIRST AMENDMENT PROPOSES TO INCLUDE WITHIN THE SCOPE OF SERVICES THE HARMONIZATION OF DADE BOULEVARD BETWEEN THE VENETIAN BRIDGE AND BAY ROAD; WITH A TOTAL PROJECT COST TO THE CITY OF \$9,865,000: \$6,745,000 FOR THE WEST AVENUE BRIDGE AND \$3,120,000 FOR THE HARMONIZATION OF DADE BOULEVARD; AND A TOTAL CONTRIBUTION BY THE COUNTY OF \$5,011,000, OF WHICH \$3,011,000 WILL BE USED FOR THE WEST AVENUE BRIDGE PROJECT, AND \$2,000,000 FOR THE INCREASED SCOPE OF SERVICES RELATING TO HARMONIZATION OF DADE BOULEVARD.**

### ADMINISTRATION RECOMMENDATION

The Administration recommends approving the Resolution.

### BACKGROUND

A Joint Participation Agreement (JPA) for the West Avenue Bridge Project was executed on September 19, 2011 between the City of Miami Beach and Miami-Dade County. The entirety of the bridge project had an estimated total cost of \$5,491,521 for property acquisition and construction. Dade Boulevard is a County owned roadway. Of this amount, the Miami-Dade County previously agreed to fund \$3,011,000 towards this project. The scope of the project includes harmonizing a portion of Dade Boulevard (Bay Road to Alton Road) with the new West Avenue Bridge.

At its December 9, 2015 meeting, the City Commission approved Amendment No. 4 to the existing Sunset Harbour contract to raise the remaining roads within that neighborhood. The result of these two projects will leave a portion of Dade Boulevard (Bay Road to Venetian Bridge) low and subject to tidal flooding.

The City reached out to Miami-Dade County to amend the original JPA to add this portion of Dade Boulevard to the original West Avenue Bridge project. On December 30, 2015, Miami-Dade County agreed to fund additional monies, estimated at \$2,000,000, for the harmonization of the remaining portion of Dade Boulevard. A draft JPA (ATTACHMENT) from the County was received on February 19, 2016.

### CONCLUSION

This amendment to the JPA along with the original West Avenue Bridge Project and the work in Sunset Harbor will complete the connection of the north end of the West Avenue neighborhood with the Sunset Harbor neighborhood.

Exhibit 1: Draft JPA Amendment

JLM/ETC/JJF/BAM/WRB/LJS

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO A JOINT PARTICIPATION AGREEMENT (FIRST AMENDMENT) WITH MIAMI-DADE COUNTY (COUNTY), WHICH FIRST AMENDMENT IS ATTACHED HERETO AS EXHIBIT 1; AND WHICH FIRST AMENDMENT PROPOSES TO INCLUDE WITHIN THE SCOPE OF SERVICES THE HARMONIZATION OF DADE BOULEVARD BETWEEN THE VENETIAN BRIDGE AND BAY ROAD; WITH A TOTAL PROJECT COST TO THE CITY OF \$9,865,000: \$6,745,000 FOR THE WEST AVENUE BRIDGE AND \$3,120,000 FOR THE HARMONIZATION OF DADE BOULEVARD; AND A TOTAL CONTRIBUTION BY THE COUNTY OF \$5,011,000, OF WHICH \$3,011,000 WILL BE USED FOR THE WEST AVENUE BRIDGE PROJECT, AND \$2,000,000 FOR THE INCREASED SCOPE OF SERVICES RELATING TO HARMONIZATION OF DADE BOULEVARD.

**WHEREAS**, the City of Miami Beach (City) and Miami-Dade County (County) entered into a Joint Participation Agreement ("JPA"), herein after the "First Amendment" dated September 19<sup>th</sup>, 2011, for the right-of-way acquisition and construction of the West Avenue Bridge over Collins Canal (Project); and

**WHEREAS**, the original JPA estimated total cost for the West Avenue Bridge Project is \$5,491,521, of which the County agreed to fund up to \$3,011,000; and,

**WHEREAS**, as part of the project, Dade Boulevard needs to be raised in order to ensure the elevations between Bay Road and Alton Road are harmonized; and

**WHEREAS**, Dade Boulevard is owned and maintained by the County; and

**WHEREAS**, on December 9, 2015, the City Commission approved the fourth amendment to the existing contract for Sunset Harbour in order to raise the remaining roads within the that neighborhood; and

**WHEREAS**, it is the City Administration's opinion that Dade Boulevard between the Venetian Bridge and Bay Road requires to be harmonized as a result of the Sunset Harbour Project Neighborhood Improvement Project; and

**WHEREAS**, the City and the County Public Works met and agreed that harmonizing Dade Boulevard between the Venetian Bridge and Bay Road, during the completion of construction between Sunset Harbour and West Avenue Bridge Projects is a preferred result, as oppose to doing so in the future, as waiting may and cause more inconvenience to the travelling public and the nearby neighborhood; and

**WHEREAS**, the total project is currently estimated to cost \$9,865,000: \$6,745,000 for the West Avenue Bridge and \$3,120,000 for the harmonization of Dade Boulevard; and

**WHEREAS**, the County agreed to allocate additional funds for the harmonization of Dade Boulevard between the Venetian Bridge and Bay Road, in the amount of \$2,000,000, under this first amendment to the current West Avenue Bridge JPA.

**WHEREAS**, the City Administration requests that the City Commission authorize the First Amendment to the JPA, attached hereto as Exhibit 1, so as to expand the scope of services and funding by the County, to include the harmonization of Dade Boulevard between the Venetian Bridge and Bay Road.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE**

**CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute the First Amendment to a Joint Participation Agreement (First Amendment) with Miami-Dade County (County), which First Amendment is attached hereto as Exhibit 1; and which First Amendment proposes to include within the scope of services the harmonization of Dade Boulevard between the Venetian Bridge and Bay Road; with a total project cost to the City of \$9,865,000: \$6,745,000 for the West Avenue Bridge and \$3,120,000 for the harmonization of Dade Boulevard; and a total contribution by the County of \$5,011,000, of which \$3,011,000 will be used for the West Avenue Bridge Project, and \$2,000,000 for the increased scope of services relating to harmonization of Dade Boulevard.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

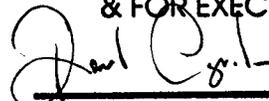
**ATTEST:**

\_\_\_\_\_  
**PHILIP LEVINE, MAYOR**

\_\_\_\_\_  
**RALPH GRANADO, CITY CLERK**

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

2-22-16  
\_\_\_\_\_  
Date

**FIRST AMENDMENT TO JOINT PARTICIPATION AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH WEST  
AVENUE BRIDGE PROJECT**

This First Amendment to the Joint Participation Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Miami Beach, Florida, a municipal corporation of the state of Florida, herein referred to as the "City."

**WINESSETH**

**WHEREAS**, pursuant to Resolution No. 683-11, approved by the Board of County Commissioners of Miami-Dade County, Florida, on September 1, 2011, the parties hereto entered into a Joint Participation Agreement to facilitate a bridge project in Miami-Dade County (the "Agreement") along West Avenue over the Collins Canal, from 17 Street to Dade Boulevard, as more particularly described in the Agreement (the "Project"); and

**WHEREAS**, due to the inclusion of additional roadway items along Dade Boulevard, an additional \$2,000,000 is required to adjust the amount provided under the Agreement from \$3,011,000 to \$5,011,000; and

**WHEREAS**, the Agreement allows for the amendment of the County funds available for the Project subject to the approval of the parties' respective governing boards; and

**WHEREAS**, as of the date of this amendment the County has not made any reimbursements to the City,

NOW, THEREFORE, in consideration of the mutual desires of the parties hereto, the following modifications are made to the aforementioned Agreement:

1.11. Coordination with Miami-Dade County Public Schools: Due to potential Safety, operational and bus transportation impacts, the City shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

2.1 Funding Amount. Reimbursement of Project Costs: The Project is currently estimated to cost ~~\$5,491,521~~ \$9,865,100 (this amount includes 10% contingency for design and construction). The County agrees to provide funds up to ~~\$3,011,000~~ \$5,011,000 for eligible costs, as defined herein, incurred by the City for the right-of-way acquisition and construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in this Section. For the construction of the improvements to harmonize with the West Avenue Bridge approach on Dade Boulevard between Alton Road to Venetian Bridge, as further reflected in Exhibit A, attached and incorporated by reference herein. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners.

**2.2 County Payments of Project Costs:** The County funds provided for eligible costs as defined herein, incurred for the right-of-way acquisition and construction of the Project are specified below:

<b>Funding Amount</b>	<b>Funding Source</b>	<b>County Fiscal Year o Of Commitment</b>
<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$ 3,011,000	Road Impact Fee District 8	2010-2011
\$ 2,000,000	Road Impact Fee District 8	2016-2017

**13. PROJECT SIGNAGE:** The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees. in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

In all other respects, except as herein amended, the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the  
day and year first above written.

ATTEST:  
HARVEY RUBIN  
CLERK OF THE BOARD

BY: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney  
As to form and legal sufficiency

\_\_\_\_\_  
County Attorney

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
County Mayor or County Mayor's Designee

ATTEST:

BY: \_\_\_\_\_  
Rafael E. Granado  
City Clerk

(Affix City Seal)

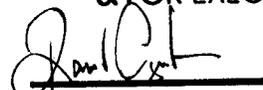
Approved by the City Attorney  
As to form and legal sufficiency

\_\_\_\_\_  
City Attorney  
Raul Aguila

CITY OF MIAMI BEACH, a municipal  
Corporation of the State of Florida

BY: \_\_\_\_\_  
Philip Levine  
Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

2-22-16  
\_\_\_\_\_  
Date

Exhibit A

**WEST AVENUE BRIDGE FUNDING**

	Source	Amount	Program Year	Expenditure year
<b>Planning</b>	Federal Funds	\$ 698,000.00		
	PTP Funds	\$ 50,000.00		
	RIF Funds	\$ -		
	Other City Funds	\$ -		
	<b>Total Planning</b>	<b>\$ 748,000.00</b>		
<b>Design</b>	Federal Funds	\$ -		
	PTP Funds	\$ -		
	RIF Funds	\$ -		
	Other City Funds	\$ 400,000.00		
	<b>Total Design</b>	<b>\$ 400,000.00</b>		
<b>ROW Construction</b>	Federal Funds	\$ -		
	PTP Funds	\$ 262,720.00		
	RIF Funds	\$ 1,372,280.00		
	Other City Funds			
	<b>Total ROW</b>	<b>\$ 1,635,000.00</b>		
<b>Construction</b>	Federal Funds	\$ -		
	PTP Funds			
	RIF Funds	\$ 1,638,720.00		
	Other City Funds	\$ 2,323,280.00		
	<b>Total Construction</b>	<b>\$ 3,962,000.00</b>		
<b>TOTAL WEST AVE BRIDGE</b>		<b>\$ 6,745,000.00</b>		

**DADE BOULEVARD**

	Source	Amount	Program Year	Expenditure year
<b>Planning</b>	Federal Funds			
	PTP Funds			
	RIF Funds			
	Other City Funds			
	<b>Total Planning</b>	<b>\$ -</b>		
<b>Design</b>	Federal Funds	\$ -		
	PTP Funds			
	RIF Funds	\$ -		
	Other City Funds	\$ 200,000.00		
	<b>Total Design</b>	<b>\$ 200,000.00</b>		
<b>ROW Construction</b>	Federal Funds	\$ -		
	PTP Funds			
	RIF Funds			
	Other City Funds			
	<b>Total ROW</b>	<b>\$ -</b>		
<b>Construction</b>	Federal Funds	\$ -		
	PTP Funds			
	RIF Funds	\$ 2,000,000.00		
	Other City Funds	\$ 920,100.00		
	<b>Total Construction</b>	<b>\$ 2,920,100.00</b>		
<b>TOTAL DADE BLVD</b>		<b>\$ 3,120,100.00</b>		

<b>GRAND TOTAL WEST AVE BRIDGE AND DADE BLVD</b>		<b>\$ 9,865,100.00</b>		
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PROBABLE CONSTRUCTION COST FOR DADE BOULEVARD HARMONIZATION VENETIAN CAUSEWAY TO BAY ROAD				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
MOBILIZATION AND DEMOBILIZATION	LS	1	276,000	\$ 276,000.00
MAINTENANCE OF TRAFFIC	LS	1	276,000	\$ 276,000.00
REMOVAL OF EXISTING PAVEMENT	SY	7067	\$ 20.00	\$ 141,340.00
BORROW EXC (truck measurement)	CY	4160	\$ 20.00	\$ 83,200.00
GEOSYNTHETIC REINF OVER SOFT SOIL	SY	5056	\$ 8.00	\$ 40,448.00
TYPE B STABILIZATION (12")	SY	5056	\$ 5.00	\$ 25,280.00
OPTIONAL BASE	SY	5056	\$ 28.00	\$ 141,568.00
ASPHALT CONC. TYPE S-I	TN	514	\$ 212.00	\$ 108,968.00
ASPHALT CONC. TYPE S-III (1")	TN	278	\$ 212.00	\$ 58,936.00
CONCRETE CLASS I (GRAVITY WALL)	CY	234	\$ 580.00	\$ 135,720.00
SEAWALL	LF	500	\$ 1,100.00	\$ 550,000.00
INLETS (CURB,TYPE P-4,<10')	EA	6	\$ 5,530.00	\$ 33,180.00
CONC PIPE(CL III,24"SS)	LF	300	\$ 50.00	\$ 15,000.00
PIPE HANDRAIL (ALUMINUM)	LF	1800	\$ 50.00	\$ 90,000.00
CONC CURB & GUTTER (TYPE F)	LF	1800	\$ 25.00	\$ 45,000.00
CONC BARRIER WALL MEDIAN	LF	150	\$ 160.00	\$ 24,000.00
CONCRETE SIDEWALK 4"	SY	1482	\$ 40.00	\$ 59,280.00
SOD	SY	1478	\$ 5.00	\$ 7,390.00
CONDUIT UNDERGROUND (FURNISH)	LF	1000	\$ 8.00	\$ 8,000.00
PULL BOX	EA	12	\$ 720.00	\$ 8,640.00
ELECTRICAL POWER SERVICE w/o meter	AS	2	\$ 10,000.00	\$ 20,000.00
ELECTRICAL SERVICE WIRE	LF	5000	\$ 3.00	\$ 15,000.00
MAST ARM COMB A4-P4 SINGLE w/found	EA	4	\$ 37,050.00	\$ 148,200.00
SIGNAL 12" STD. (3 SECT., 1-WAY)	AS	14	\$ 950.00	\$ 13,300.00
PEDESTRIAN SIGNAL (2-WAY) (INST)	AS	4	\$ 1,560.00	\$ 6,240.00
PEDESTRIAN DETECTOR (pole mounted)	EA	2	\$ 130.00	\$ 260.00
CONTROLLER SOLID ST. (ACTIVATED)	AS	2	\$ 30,550.00	\$ 61,100.00
<b>sub-TOTAL</b>				<b>\$ 2,392,050.00</b>
<b>10% contingency</b>				<b>\$ 239,000.00</b>
<b>HARMONIZATION ALLOWANCE</b>				<b>\$ 50,000.00</b>
<b>CEI 10%</b>				<b>\$ 239,000.00</b>
<b>total project</b>				<b>\$ 2,920,100.00</b>

**PROBABLE CONSTRUCTION COST  
FOR  
WEST AVENUE BRIDGE**

**SUMMARY**

WEST AVENUE (BRIDGE)	\$ 1,766,000.00
WEST AVENUE (ROAD)	\$ 824,000.00
DADE BLVD (WEST AVE BRIDGE APPROACH)	\$ 1,016,000.00
WEST AVENUE AND DADE BOULEVARD SIGNAL	\$ 356,000.00
<b>TOTAL</b>	<b>\$ 3,962,000.00</b>

**Assumptions:**

- 1) prices are based on FDOT 2013 adjusted 30% for escalation due to work in Maimi Beach & projected mid 2016
- 2) 10% contingency and 10% CEI

PROBABLE CONSTRUCTION COST FOR WEST AVENUE (BRIDGE)				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
MOBILIZATION	LS	1	168,300	\$ 168,300.00
MAINTENANCE OF TRAFFIC	LS	1	168,300	\$ 168,300.00
BRIDGE CONC DECK SIMPLE SPAN	SF	6800	\$ 160.00	\$ 1,088,000.00
PIPE HANDRAIL (ALUMINUM)	LF	120	\$ 50.00	\$ 6,000.00
CONC CURB & GUTTER (TYPE F)	LF	120	\$ 25.00	\$ 3,000.00
CONC BARRIER WALL MEDIAN	LF	120	\$ 160.00	\$ 19,200.00
CONCRETE SIDEWALK 4"	SY	144	\$ 40.00	\$ 5,760.00
<b>sub-TOTAL</b>				<b>\$ 1,458,560.00</b>
<b>10% contingency</b>				<b>\$ 146,000.00</b>
<b>total construction</b>				<b>\$ 1,605,000.00</b>
<b>CEI 10%</b>				<b>\$ 161,000.00</b>
<b>total project</b>				<b>\$ 1,766,000.00</b>

PROBABLE CONSTRUCTION COST FOR WEST AVENUE (ROAD) 17TH STREET TO 18TH STREET (EXCLUDES DADE BLVD INTERSECTION)				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
MOBILIZATION	LS	1	78,600	\$ 78,600.00
MAINTENANCE OF TRAFFIC	LS	1	78,600	\$ 78,600.00
REMOVAL OF EXISTING PAVEMENT	SY	4056	\$ 20.00	\$ 81,120.00
BORROW EXC (truck measurement)	CY	1850	\$ 20.00	\$ 37,000.00
GEOSYNTHETIC REINF OVER SOFT SOIL	SY	3667	\$ 8.00	\$ 29,336.00
TYPE B STABILIZATION (12")	SY	3667	\$ 5.00	\$ 18,335.00
OPTIONAL BASE	SY	3667	\$ 28.00	\$ 102,676.00
ASPHALT CONC. TYPE S-I	TN	202	\$ 212.00	\$ 42,824.00
ASPHALT CONC. TYPE S-III (1")	TN	202	\$ 212.00	\$ 42,824.00
INLETS (CURB,TYPE P-4,<10')	EA	4	\$ 5,530.00	\$ 22,120.00
CONC PIPE(CL III,24"SS)	LF	200	\$ 50.00	\$ 10,000.00
PIPE HANDRAIL (ALUMINUM)	LF	600	\$ 50.00	\$ 30,000.00
CONC CURB & GUTTER (TYPE F)	LF	1200	\$ 25.00	\$ 30,000.00
CONC BARRIER WALL MEDIAN	LF	150	\$ 160.00	\$ 24,000.00
CONCRETE SIDEWALK 4"	SY	673	\$ 40.00	\$ 26,920.00
SOD	SY	667	\$ 5.00	\$ 3,335.00
LIGHT POLE COMPLETE	EA	4	\$ 5,850.00	\$ 23,400.00
<b>sub-TOTAL</b>				<b>\$ 681,090.00</b>
<b>10% contingency</b>				<b>\$ 68,000.00</b>
<b>total construction</b>				<b>\$ 749,000.00</b>
<b>CEI 10%</b>				<b>\$ 75,000.00</b>
<b>total project</b>				<b>\$ 824,000.00</b>

**PROBABLE CONSTRUCTION COST  
FOR  
DADE BOULEVARD  
EAST AND WEST OF WEST AVENUE BRIDGE**

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
MOBILIZATION	LS	1	96,900	\$ 96,900.00
MAINTENANCE OF TRAFFIC	LS	1	96,900	\$ 96,900.00
REMOVAL OF EXISTING PAVEMENT	SY	4056	\$ 20.00	\$ 81,120.00
BORROW EXC (truck measurement)	CY	1720	\$ 20.00	\$ 34,400.00
GEOSYNTHETIC REINF OVER SOFT SOIL	SY	3056	\$ 8.00	\$ 24,448.00
TYPE B STABILIZATION (12")	SY	3056	\$ 5.00	\$ 15,280.00
OPTIONAL BASE	SY	3056	\$ 28.00	\$ 85,568.00
ASPHALT CONC. TYPE S-I	TN	336	\$ 212.00	\$ 71,232.00
ASPHALT CONC. TYPE S-III (1")	TN	168	\$ 212.00	\$ 35,616.00
CONCRETE CLASS I (GRAVITY WALL)	CY	130	\$ 580.00	\$ 75,400.00
INLETS (CURB, TYPE P-4, <10')	EA	6	\$ 5,530.00	\$ 33,180.00
CONC PIPE(CL III,24"SS)	LF	200	\$ 50.00	\$ 10,000.00
PIPE HANDRAIL (ALUMINUM)	LF	1000	\$ 50.00	\$ 50,000.00
CONC CURB & GUTTER (TYPE F)	LF	1000	\$ 25.00	\$ 25,000.00
CONC BARRIER WALL MEDIAN	LF	150	\$ 160.00	\$ 24,000.00
CONCRETE SIDEWALK 4"	SY	786	\$ 40.00	\$ 31,440.00
SOD	SY	556	\$ 5.00	\$ 2,780.00
LIGHT POLE COMPLETE	EA	8	\$ 5,850.00	\$ 46,800.00
<b>sub-TOTAL</b>				<b>\$ 840,064.00</b>
<b>10% contingency</b>				<b>\$ 84,000.00</b>
<b>total construction</b>				<b>\$ 924,000.00</b>
<b>CEI 10%</b>				<b>\$ 92,000.00</b>
<b>total project</b>				<b>\$ 1,016,000.00</b>

**PROBABLE CONSTRUCTION COST  
FOR  
WEST AVENUE/DADE BLVD SIGNAL**

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
MOBILIZATION	LS	1	34,050	\$ 34,050.00
MAINTENANCE OF TRAFFIC	LS	1	34,050	\$ 34,050.00
CONDUIT UNDERGROUND (FURNISH)	LF	500	\$ 8.00	\$ 4,000.00
PULL BOX	EA	11	\$ 720.00	\$ 7,920.00
ELECTRICAL POWER SERVICE w/o meter	AS	1	\$ 10,000.00	\$ 10,000.00
ELECTRICAL SERVICE WIRE	LF	3000	\$ 3.00	\$ 9,000.00
MAST ARM COMB A4-P4 SINGLE w/found	EA	4	\$ 37,050.00	\$ 148,200.00
SIGNAL 12" STD. (3 SECT., 1-WAY)	AS	8	\$ 950.00	\$ 7,600.00
PEDESTRIAN SIGNAL (2-WAY) (INST)	AS	6	\$ 1,560.00	\$ 9,360.00
PEDESTRIAN DETECTOR (pole mounted)	EA	2	\$ 130.00	\$ 260.00
CONTROLLER SOLID ST. (ACTIVATED)	AS	1	\$ 30,550.00	\$ 30,550.00
<b>sub-TOTAL</b>				<b>\$ 294,990.00</b>
<b>10% contingency</b>				<b>\$ 29,000.00</b>
<b>total construction</b>				<b>\$ 324,000.00</b>
<b>CEI 10%</b>				<b>\$ 32,000.00</b>
<b>total project</b>				<b>\$ 356,000.00</b>

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