

ELECTRONIC DOCUMENTS DISCLAIMER

1. Electronic copies of the solicitation documents are made available on this website solely for the convenience of prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the Contract Documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of these electronic copies for any purpose whatsoever. In the event of discrepancies or conflicts between the County's originally published document(s) and any other version distributed or submitted by other parties, the County's original hard copy version shall prevail.
2. Miami-Dade County Department of Transportation and Public Works (DTPW) does not track or monitor downloads of Project documents from this website. Therefore, prospective bidders who choose to use this method of distribution shall also be responsible for monitoring the site and downloading any applicable addenda or supplemental information. DTPW will distribute hard copy addenda or supplemental information only to those persons or firms who we have purchased a hard copy of the original solicitation documents.
3. Miami-Dade County shall not be responsible for errors and omissions occurring in the transmission or downloading of any documents or specifications from this website. In the event of any discrepancy between information obtained from this website and the DTPW hard copy solicitation documents and specifications, the terms of the hard copy documents will prevail.
4. Miami-Dade County does not guarantee continuous, uninterrupted or secure access to this or other related websites. Operation of this website may be affected from time to time by numerous factors outside of our control. In the event that we are notified of any problems in a timely manner we will do our best to assist with those problems that fall within our control. For assistance, contact us at 305-375-2930. Solicitation documents are removed from this website as soon as possible after the due date.
5. DTPW does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.
6. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.



Roadway Improvements to NE 151st Street - Phase 1

Miami-Dade County

Supplemental Solicitation
and
Contract Documents

Small Business Enterprise-Good & Services Program (SBE-Service):

SBE-Service Goal: 1.00%

Community Workforce Program:

Not Applicable

DTPW Capital Improvements Engineer:

Marco Movilla, Eng.II

RPQ Issue Date:

February 27, 2025.

TABLE OF CONTENTS

SECTION 1: INVITATION TO BID

SECTION 2: SOLICITATION FORMS

BID FORM

ATTACHMENT 5A

ACKNOWLEDGEMENT OF ADDENDA

SURETY BID BOND FORM

CERTIFICATE OF ASSURANCE

NON-COLLUSION AFFIDAVIT

AFFIRMATION OF VENDOR AFFIDAVITS

CONTRACTOR DUE DILIGENCE AFFIDAVIT

SECTION 3: INSTRUCTION TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION 4: SUPPLEMENTAL INFORMATION

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

PERMITS (*See Link to SharePoint*)

SECTION 1: INVITATION TO BID

INVITATION TO BID

**Department of Transportation and
Public Works**

**Capital Improvements Division
111 NW 1st Street, Suite 1410
Miami, FL 33128 33128**



**MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)**

Contract No: MCC 7360 Plan

RPQ No: 20240269

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Office of the Clerk of the Board at 111 NW 1st ST. 17th Floor. Miami, FL. 33128 - Clerk of the Board Office no later than 4/2/2025 at 02:00 PM. If you have any questions, contact Marco Movilla at (305) 375-3267.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

RPQ DETAILED BREAKDOWN

Bid Due Date:	4/2/2025	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes		
Estimated Value:	\$2,794,659 (excluding Contingencies and Dedicated Allowances)						
Project Name:	Roadway Improvements to NE 151st Street – Phase 1						
Project Location:	NE 151 Street from East of the Railroad Tracks to Sole Mia Way						
License Requirements:	Primary:	General Engineering; Paving					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work).</p> <p>The project consists of roadway improvements which include, the reconstruction of the existing 4-lane road to a 6-lane roadway with raised medians, sidewalks, curbs and gutters, stormwater drainage system, pavement markings and signage, signalization modifications and roadway lighting.</p> <p>Project Background:</p> <p>The existing NE 151st Street from Biscayne Boulevard to Bay Vista Boulevard serves as the main entrance to educational institutions such as the Florida International University Biscayne Bay Campus, the David Lawrence Jr. K-8 School and the Alonzo & Tracy Mourning Senior High School. A feasibility study prepared in 2015 by R.J. Behar & Company, Inc. for DTPW recommended to widen the segment from 4 to 6 lanes. The study took into consideration a Planning Study prepared by Kimley-Horn and Associates, Inc. for the Miami-Dade County MPO in 2011 which purpose was to evaluate the feasibility of adding another entrance to FIU's Biscayne Bay Campus concluding that the only feasible access improvement was to expand NE 151st Street from a 4-lane to a 6-lane roadway from Biscayne Boulevard to Bay Vista Boulevard. This corridor expansion would relieve the current traffic congestion and provide improved mobility for the planned enhancements to the Florida International University, anticipated growth of the other educational institutions along the route and the planned development of the Biscayne Landing Community.</p>						
Document Pickup:	Contact:	DTPW Capital Improvements Division		Phone No:	(305) 375-2930	Date:	2/27/2025
	Location:	111 NW 1st Street. Suite# 1410. Miami, FL. 33128					
Pre-Bid Meeting::	YES	Mandatory:	No	Date:	3/12/2025	Time:	10:00 AM
	Location:	See Info. Below in Comments					
Site Meeting:	No	Mandatory:	No	Date:	3/12/2025	Time:	10:00 AM
	Location:	See Info. Below in Comments					
Bid shall be submitted to:	Contact:	Office of the Clerk of the Board					
	Address:	111 NW 1st ST. 17th Floor. Miami, FL. 33128 - Clerk of the Board Office					
	Email:	Clerkbbc@miamidade.gov		FAX # :	305-375-2931		
Type of Contract:	Multiple Trade			Method of Award:	Lowest Responsible Bidder		
Method of Payment:	Scheduled Monthly Payments			Insurance Required:	YES		
Additional Insurance Required:	YES		If Yes - Minimum Coverage:		\$1,000,000.00		
Performance & Payment Bond Required:	YES			Bid Bond Required:	YES		
Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	

DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO
SBE-S Requirements	YES	Percentage:	1.00%		
SBE-G Requirements	NO	Percentage:	0.00%		
Liquidated Damages:	YES	\$\$ Per Day:	\$2,667.00		
For RPQ's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.					
Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included:	NO
Anticipated Start Date:	10/24/2025		Calendar Days for Project Completion:		212
Comments:	<p>Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.</p> <p>Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).</p> <p>LOCATION OF WORK:</p> <p>NE 151 Street from East of the Railroad Tracks to Sole Mia Way.</p> <p>A. LICENSE REQUIREMENTS:</p> <p>1) At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:</p> <p>a) Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Paving Engineering. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or</p> <p>b) Pursuant to Section 255.20, Florida Statutes (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptance FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving work class.</p> <p>2) The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract. The certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classification required by these Contract Documents.</p> <p>B. EXPERIENCE REQUIREMENTS:</p> <p>1) The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:</p> <p>a) Providing a detailed description of at least three (3) projects similar in detail to the Project's</p>				

Scope of Work described in these Solicitation Documents and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:

- 1) The identified personnel and their assigned role and responsibilities for the listed project
- 2) The client's name and address including a contact person and phone number for reference
- 3) Description of work
- 4) Total dollar value of the contract
- 5) Contract duration
- 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
- 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.

C. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, 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 Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

E. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.

a. If Excess Liability is provided must be follow form of the General Liability coverage.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County 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 Financial Services.

Miami-Dade County reserves the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc.)

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340

MIAMI, FL 33128

D. BID DOCUMENTS:

Bidding documents may be purchased from the Miami-Dade County Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of one hundred twenty-five dollars (\$125.00) per each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to the "Miami-Dade County, Department of Transportation and Public Works." Documents can also be downloaded for free at <https://www8.miamidade.gov/DPMww/SolicitationList.aspx>

E. ADDENDUMS - RFI'S:

All RFI requests should be e-mailed to Marco.Movilla@miamidade.gov while copying the Clerk of the Board (clerkbcc@miamidade.gov).

The Department of Transportation and Public Works has made changes regarding how addendums and requests for information (RFI) will be sent to document holders. Be advised that Solicitation Documents, Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:
<https://www.miamidade.gov/apps/isd/StratProc/Home/CurrentSolicitations>

Therefore, during the advertising period, the Department will not be sending these documents via certified mail. All document holders must provide an e-mail address. The Department will only be sending addendums and RFI's by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertising phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids.

F. VENDOR REGISTRATION:

Due to the new Vendor Registration procedures of the Internal Services Department, Procurement management Division, updated definitions along with the "Affirmation of Vendor Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to the award.

G. PRE-BID MEETING AND SITE VISIT MEETING:

DTPW conducts virtual non-mandatory pre-bid meetings. The telephone number and teleconference access code to access the meeting are:

TEAMS Meeting: on March 12, 2025, at 10:00 am. Please, use the following information displayed below to have access to the meeting.

Join the meeting now
Meeting ID: 214 348 931 848
Passcode: 2bz3Zw6b

Dial in by phone
+1 786-628-2782,,341304770# United States, Miami
Find a local number
Phone conference ID: 341 304 770#

H. BID SUBMITTAL DUE DATE:

Bid Submittal Time and Location:

Wednesday, 2:00 P.M., April 2, 2025, at 111 NW 1 Street, 17th Floor, Clerk of the Board Office.

Bid Opening immediately after Bid Submittal on the 18th Floor.

DISCLOSURE:

- Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Contractor or its employees, agents, servants, partners principals or subcontractors. 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor 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 County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to **Department of Transportation and Public Works, Capital Improvements Division, 111 NW 1st Street, Suite 1410, Miami, FL 33128** 33128, 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 Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County 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.

*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

SECTION 2: SOLICITATION FORMS

All forms and documents contained in this Section shall be completed pursuant to these Contract Documents and submitted no later than the advertised Bid Submittal Due Date and Time for this Project.

BID FORM

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
101-1-A	1.0	L.S.	Mobilization			
102-1A	1.0	L.S.	MAINTENANCE OF TRAFFIC			
102-30-13	1.0	L.S.	TEMPORARY HIGHWAY LIGHTING (Illuminating Roadway)			
102-120-B	1.0	L.S.	TEMPORARY DRAINAGE			
104-10-1	15.0	EA.	BALED HAY			
104-13-1	2,178.0	L.F.	Staked Silt Fence			
104-18	4.0	EA.	Inlet Protection System			
110-1-1-1-1	3.0	AC.	CLEARING AND GRUBBING (Includes removal of existing sidewalk, flexible pavement, curb and gutter, drainage structures, vegetation, trees and any debris to be disposed of in legal areas provided by the contractor			
120-1	536.0	C.Y.	REGULAR EXCAVATION			
120-6	4,147.0	C.Y.	EMBANKMENT (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)			
160-4B	11,601.0	S.Y.	TYPE "B" STABILIZATION (12" Thick)			
200-1-10	10,365.0	S.Y.	LIMEROCK BASE (8" Thick, Primed)			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 1 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
285-709	524.0	S.Y.	BASE OPTIONAL (Base group 9)			
327-70-12	6,653.0	S.Y.	MILLING EXISTING ASPHALT (1 1/4" AVERAGE)			
334-1-13	72.0	TON	SUPERPAVE ASPHALTIC CONCRETE (Traffic C)			
334-2-13-2	1,067.0	TON	Hot Mix Asphalt, Traffic C, SP-12.5			
337-7-82	469.0	TON	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22			
400-0-11	241.0	C.Y.	CONCRETE CLASS NS, GRAVITY WALL.			
425-1-351	4.0	EA.	INLET CURB (TYPE P-5)< 10'			
425-1-361	2.0	EA.	INLET, CURB (Type P-6)< 10'			
425-1-908	6.0	EA.	SPECIAL STRUCTURE w/weir and baffle (>10')			
425-1-362A	1.0	EA.	INLET (Curb Type P-6) (>10')			
425-1-352 OPT	2.0	EA.	INLET (CURB) (TYPE P-5) >10'			
425-2-92A	1.0	EA	MANHOLE J-8T (Any Dimension, Maximum 15' Depth)			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 2 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
425-4(2)	1.0	EA.	ADJUSTING INLETS			
425-6	4.0	EA.	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)			
425-73	2.0	EA.	ADJUST AND/OR RELOCATE EXISTING FIRE HYDRANTS (Dade County-owned Only)			
425-82-01	35.0	L.F.	Trench Drain			
430-171-115	19.0	L.F.	Pipe Culvert 15" Diameter (Round)			
430-171-118	166.0	L.F.	Pipe Culvert 18" Diameter (Round)			
430-171-124	331.0	L.F.	Pipe Culvert 24" Diameter (Round)			
430-171-136	284.0	L.F.	Pipe Culvert 36" Diameter (Round)			
430-171-224	43.0	L.F.	Pipe Culvert 24" Diameter (Elliptical/Arch)			
430-171-236	215.0	L.F.	Pipe Culvert 36" Diameter (Elliptical/Arch)			
444-1A	1.0	L.S.	Relocate Continuous Deflective Separation Structure (C.D.S.)			
444-70-11	450.0	L.F.	Deep Well - Open Hole, 24"			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 3 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
444-71-11	345.0	L.F.	Deep Well Casing, 24"			
515-1-2A	919.0	L.F.	PIPE HANDRAIL - GUIDERAIL (Aluminum)			
520-1-10	2,816.0	L.F.	CONCRETE CURB & GUTTER (Type F) (6" Curb, 18" Gutter) (Includes cost of limerock base and subgrade)			
520-2-4A	69.0	L.F.	CONCRETE CURB (Type "D")			
520-5-4	157.0	L.F.	CONCRETE TRAFFIC SEPARATOR (TYPE IV) 4' WIDE			
520-3D	78.0	L.F.	VALLEY GUTTER, CONCRETE			
522-1	1,468.0	S.Y.	CONCRETE SIDEWALK (4" Thick restoration and new, Class I Concrete, 3000 P.S.I.) (including pedestrian ramps and sidewalk curbs)			
522-4E	27.0	S.Y.	Bus Shelter Pad-Concrete			
523-1-3	260.0	S.Y.	PATTERNED PAVEMENT, VEHICULAR AREAS- GREEN BIKE LANE			
527-2	100.0	S.F.	DETECTABLE WARNING ON WALKING SURFACE			
550-60-225	1.0	EA	Fence Gate, Type B, Double, 20.1-24' Opening			
550-60-400	1.0	EA	Fence Gate, Reset Existing Gate			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 4 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
575-1-1A	1,335.0	S.Y.	SODDING (Pensacola Bahia or match existing) (Includes watering and maintenance). (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer).			
580-322-4	5.0	EA.	TREE REMOVAL AND REPLACEMENT [(Including watering) (12"-24" Diameter)]			
580-322-2A	35.0	EA.	TREE REMOVAL AND DISPOSAL (6" to 12" Dia.)			
580-322-4A	32.0	EA	TREE REMOVAL AND DISPOSAL (12" TO 24")			
580-322-5A	1.0	EA	TREE REMOVAL AND DISPOSAL (24" to 36" Dia.)			
620-1-1	220.0	L.F.	GROUNDING ELECTRODE			
630-2-11	1,831.0	L.F.	CONDUIT, Furnish & Install, Open Trench			
630-2-12	1,392.0	L.F.	CONDUIT, Furnish & Install, Directional Bore			
632-7-6	1.0	P.I.	SIGNAL CABLE, REMOVE- INTERSECTION			
632-7-1C	1.0	P.I.	SIGNALS-CABLE (F & I)			
635-2-11	36.0	EA.	PULL & SPLICE BOX, Furnish & Install, 13" x 24" COVER SIZE			
639-1-111	1.0	AS.	ELECTRICAL POWER SERVICE, (Furnish & Install, Overhead, Meter Furnished by Power Company			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 5 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
639-1-610	1.0	AS.	Electrical Power Service, Remove Overhead			
639-2-16	51.0	L.F.	ELECTRICAL SERVICE WIRE			
641-2-12	1.0	EA.	PRESTRESSED CONCRETE POLES (Furnish & Install) (Type P-II Service Pole)			
646-1-11	4.0	EA.	ALUMINUM SIGNALS POLE, (Furnish & Install) (Pedestal)			
646-1-60	2.0	EA	Aluminum Signals Pole, Remove			
649-21-6	1.0	EA.	Steel Mast Arm Assembly, (F&I), Single Arm 50'			
649-21-15	2.0	EA.	Steel Mast Arm Assembly, Furnish & Install, Single Arm 70'			
649-26-3	3.0	EA.	Steel Mast Arm Assembly, Remove, Shallow Foundation-Bolt on Attachment			
650-1-14	8.0	AS.	TRAFFIC SIGNAL, FURNISH & INSTALL, ALUMINUM, 3 SECTION, 1 WAY			
650-1-18	5.0	AS.	TRAFFIC SIGNAL, FURNISH & INSTALL, ALUMINUM, 5 SECTION STRAIGHT, 1 WAY			
650-1-60	1.0	AS.	TRAFFIC SIGNAL, Remove- Poles to Remain)			
653-1-11	6.0	AS.	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 6 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
653-1-12	1.0	AS.	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 2 WAYS			
660-4-11	1.0	EA.	Vehicle Detection System- Video, F&I Cabinet Equipment			
660-4-12	7.0	EA.	Vehicle Detection System- Video, F&I Above Ground Equipment			
665-1-11	8.0	EA.	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD			
670-5-140	1.0	AS.	TRAFFIC CONTROLLER ASSEMBLY (Furnish & Install) (Model 2070)			
670-5-600	1.0	AS.	Traffic Controller Assembly, Remove controller with cabinet			
684-6-11	1.0	EA	Wireless Communication Device, Furnish & Install Ethernet Access Point			
690-100	1.0	P.I.	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT			
700-1-50	4.0	AS.	Single Post Sign, Relocate			
700-1-60	13.0	AS.	SINGLE POST SIGN, REMOVE			
700-1-11B	17.0	AS.	SINGLE POST SIGN, F&I Ground Mount, Up to 12 SF			
700-1-12C	1.0	AS.	SINGLE POST SIGN, Furnish & Install Ground Mount, 12-20 SF			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 7 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
700-3-201	3.0	EA.	SIGN PANEL, FURNISH & INSTALL, OVERHEAD MOUNT, UP TO 12 SF			
700-3-601	2.0	EA	SIGN PANEL, REMOVE, UP TO 12 SF			
700-5-22	3.0	EA	Internally Illuminated Sign, Furnish & Install, Overhead Mount, 12-18 SF			
706-3	367.0	EA	REFLECTIVE PAVEMENT MARKER (See plan sheet for details)			
710-11-121	3,791.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 6")			
710-11-123	1,264.0	L.F.	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"			
710-11-124	84.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 18")			
710-11-125	505.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 24")			
710-11-133	79.0	L.F.	Painted Pavement Markings, Standard, White, 3-9 Dotted Drop Line, 12"			
710-11-160	5.0	EA.	PAINTED PAVEMENT MARKINGS (Standard)(White)(Message)			
710-11-170	20.0	EA	PAINTED PAVEMENT MARKING (Standard) (White) (Arrows)			
710-11-221	3,823.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, Yellow, solid, 6")			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 8 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
710-11-224	143.0	L.F.	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"			
710-11-251	388.0	L.F.	PAINTED PAVEMENT MARKINGS, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"			
710-11-290	30.0	S.F.	PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Island Nose)			
710-11-102A	720.0	L.F.	PAINTED PAVEMENT MARKINGS, Standard, White, Solid for Interchange and Urban Island, 8"			
710-11-141B	4,040.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard) (White) (Skip) (6") (10/30)			
710-11-141C	1,376.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard) (White) (2-4 Dotted Guideline / 6-10 Dotted Extension) (6")			
711-11-123	1,264.0	L.F.	THERMOPLASTIC (White) (Solid) (12")			
711-11-124	84.0	L.F.	THERMOPLASTIC (White) (Solid) (18")			
711-11-125	505.0	L.F.	THERMOPLASTIC (White) (Solid) (24")			
711-11-151	1,376.0	L.F.	THERMOPLASTIC (White) (Dotted/Guideline) (6")			
711-11-160	5.0	EA.	THERMOPLASTIC (White) (Message)			
711-11-170	20.0	EA	THERMOPLASTIC (White) (Arrows)			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 9 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
711-11-224	143.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (18")			
711-11-251	388.0	L.F.	THERMOPLASTIC (Yellow) (Dotted/Guideline) (6")			
711-14-125	1,331.0	L.F.	THERMOPLASTIC, Preformed, White, Solid, 24" for Crosswalk			
711-14-160	9.0	EA.	Thermoplastic, Preformed, White, Message			
711-14-170	9.0	EA	Thermoplastic, Preformed, White, Arrows			
711-16-103	720.0	L.F.	THERMOPLASTIC, Standard-other Surfaces, White, Solid, 8"			
711-16-101A	3,791.0	L.F.	THERMOPLASTIC, Standard, Other Surfaces, White, Solid, 6"			
711-16-131A	4,040.0	L.F.	THERMOPLASTIC, other Surfaces, White, Skip, 6",10-30 Skip or 3-9			
711-16-133A	79.0	L.F.	THERMOPLASTIC, Standard-other Surfaces, White, Skip, 12", 3-9 Dotted Drop Line			
711-16-201A	3,823.0	L.F.	THERMOPLASTIC, Standard-other Surfaces, Yellow, Solid, 6"			
715-1-12	7,885.0	L.F.	LIGHTING - CONDUCTORS (F & I) (No. 8 to No. 6)			
715-1-13	980.0	L.F.	LIGHTING - CONDUCTORS (F&I) (No. 4 to No. 2)			

CSCCRP_PROJECT_BID_ITEMS

02/11/2025 04:52 PM

Bidder must fill-in completely the next page for the bid to be valid.

Page 10 of 13

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
715-4-70	8.0	EA	LIGHT POLE COMPLETE, Remove Pole and Foundation			
715-4-400	1.0	EA.	LIGHT POLE COMPLETE (Relocate)			
715-4-111A	7.0	EA.	Light Pole Complete, F&I, Wind Speed 150, Pole Height 40'			
715-7-11G	1.0	EA.	Load Center, F&I, Secondary Voltage			
715-69	1.0	L.S.	MAINTENANCE OF EXISTING LIGHTING OR TEMPORARY LIGHTING SYSTEM			
715-500-11	7.0	EA.	Pole Cable Distribution System, MG Square, F&I			
721-75-4	1.0	EA.	Relocate or Reset Bus Stop Bench (any type, includes reattaching to concrete if necessary)			
751-35-42	2.0	EA.	Architectural Bus Shelter, Relocate, 50 to 100 SF			
WS-1060-11-423A	1.0	L.S.	Furnish & Install Ductile Iron Pipe (4.0-5.9")			
WS-1050-11-427A	1.0	L.S.	Furnish & Install Ductile Iron Pipe (12.0 -13.9")			

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Total:_____

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: _____

D.C. Certificate of competency No: _____

Bidder's Name: _____

Bidder's telephone Number: _____

Bidder's address: _____

Bid Form

PROJECT TITLE: Roadway Improvements to NE 151 Street - Phase 1

PROJECT NO: 20240269

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN TWO HUNDRED TWELVE (212) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

ATTACHMENT 5A

Department of
Transportation and Public
Works
Capital Improvements Division
111 NW 1st Street, Suite 1410
Miami, FL 33128, 33128



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan
RPQ No: 20240269

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: Roadway Improvements to NE 151st Street – Phase 1

Price Proposal (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

\$

Bidder's Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No: _____ EMail: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): _____

Number of Addendums received: _____ (if none' write "None")

Signature: _____ Date: _____

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.*

ACKNOWLEDGEMENT OF ADDENDA

MIAMI-DADE COUNTY
Department of Transportation and Public Works (DTPW)

Project Name: Roadway Improvements to NE 151st Street - Phase 1
Project RPQ No.: 20240269

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____,	202____
Addendum #2, Dated _____,	202____
Addendum #3, Dated _____,	202____
Addendum #4, Dated _____,	202____
Addendum #5, Dated _____,	202____
Addendum #6, Dated _____,	202____
Addendum #7, Dated _____,	202____
Addendum #8, Dated _____,	202____
Addendum #9, Dated _____,	202____
Addendum #10, Dated _____,	202____

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

SURETY BID BOND FORM

SURETY BID BOND		DATE BOND EXECUTED (must not be later than bid opening date)		REV. 0216 DTPW	
PRINCIPAL (Full legal name and business address)				TYPE OF ORGANIZATION ("X" one)	
				<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
				<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
SURETY (Name and business address)					

PENAL SUM OF BOND	*****Five Percent of the Total amount Bid*****				
BID IDENTIFICATION	Project No:	20240269	Bid Opening Date:		
	County Project Name:	Roadway Improvements to NE 151st Street - Phase 1			

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurment costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

PRINCIPAL		
SIGNATURE		Principal's Corporate Seal
NAME AND TITLE (Typed)		
SURETY		
SIGNATURE OF ATTORNEY-IN-FACT		Surety's Corporate Seal
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)		
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)		

CERTIFICATE OF ASSURANCE



OFFICE OF SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE(COA)
SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: 20240269 Project Title: Roadway Improvements to NE 151st Street – Phase 1

Bidder/Proposer: _____ FEIN: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email address: _____

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, _____% SBE-Cons, N Trade Set-aside SBE-Cons, _____% SBE-G, and/or 1.00% SBE-S.
(For Goals, write in the percentage. For Set-aside, put Y or N.)

_____ Print Prime Bidder's Name & Title	_____ Prime Bidder's Signature	_____ Date
--	-----------------------------------	---------------

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Office of Small Business Development or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Owner

SWORN TO and subscribed before me this day _____ of _____, 20_____

Signature of Notary Public-State of Florida

My Commission Expires:

NON-COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

(In accordance with [Sections 2-8.1.1](#) and [10-33.02.1](#) of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

- A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☐ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

- B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: _____ Solicitation Title: _____

By: _____ Date: _____ 20 ____
Signature of Affiant

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Bidder/Proposer

Address of Bidder/Proposer

AFFIRMATION OF VENDOR AFFIDAVITS



New Vendor Registration and Bid/Proposal Contract Language

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor/Supplier Listing**
(Ordinance 97-104)

13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)

14. **W-9 and 8109 Forms**

The vendor must furnish these forms as required by the Internal Revenue Service.

15. **Social Security Number**

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.

17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



Contract No. : _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade County Family Leave Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 of the County Code
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.	Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

5/09/2008

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____ Federal Employer
Identification Number (FEIN): _____

Contract Title: _____

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20

by _____ He or she is personally known to me ☐ or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

SECTION 3: INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01	BID FORMS.....	1
1.02	BID SECURITY	2
1.03	CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES	2
1.04	SMALL BUSINESS ENTERPRISE-GOOD & SERVICES PROGRAM.....	2
1.05	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM.....	4
1.06	SITE INVESTIGATION.....	4
1.07	CONTRACTOR QUALIFICATION REQUIREMENTS	4
1.08	AWARD OF CONTRACT	5
1.09	PAYMENT AND PERFORMANCE BONDS	6
1.10	ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR	8

1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The actual quantities required to construct the Work may vary from those shown. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.
2. Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Engineer. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Engineer.

B. Preparation of Proposal.

1. All blank spaces on the Bid Form for bid prices must be filled in ink, in both words and figures. In the event of any discrepancy in the entries for the price of any item, the unit price as shown in words shall govern unless both the extension and the unit prices shown in figures are in agreement with each other, in which case they shall govern over the unit price shown in words.
2. If the Bid is made by an individual, a sole proprietorship or an individual operating under a trade name, the name and post office address of the individual or owner must be shown in each instance. If made by a partnership, the Bid must be signed by one of the partners, and the names and addresses of the partners must be listed. If made by a corporation, the Bid must be signed by an authorized officer or agent of the corporation, the corporation must be clearly identified, and the corporate seal must be affixed. In addition, a Bid made by a corporation must also list the name of the state wherein the corporation was chartered and the business address of the corporation.
3. Bids must be submitted only on the hardcopy Bid form provided with these Contract Documents unless a revised Bid Form is provided by the County via Addendum, in which case the latest Bid Form provided by Addendum shall be used.
4. All required forms must be completed and submitted and, all blanks must be filled in.

C. Rejection of Irregular Proposals.

1. Bids will be considered irregular, and may be rejected, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced either in excess of or below a reasonable cost analysis value.

D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

1.02 BID SECURITY

- A. Simultaneously with the delivery of the Bid to the County, on or before the bid due date, the Bidder must deliver to the County a bid security in the form of a Bid Bond on the form provided in the Bidding Documents or in Cash, in the form of a Certified Check, Cashier's Check or Irrevocable Letter of Credit made payable to the Department, for an amount equal to no less than five percent of the Total amount Bid. Failure to furnish a bid security in the proper form and amount, with the delivery of the Bid to the County, shall result in the Bid being declared "non-responsive."
- B. A Bid Bond shall have as the surety thereon only such surety company or companies that are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the qualifications established for Payment and Performance Bonds.
- C. The bid security submitted with the Bid becomes payable to the County upon default of the Bidder. Default of Bidder shall occur in the event that the Bidder withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by these Bidding Documents.

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

- A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.
- B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List or engaged in a boycott of Israel.

1.04 SMALL BUSINESS ENTERPRISE-GOOD & SERVICES PROGRAM

- A. Miami-Dade County web-based Business Management Workforce System (BMWS)
 - 1. Bidders must register under Miami-Dade County web-based Business Management Workforce System (BMWS). BMWS is managed by the Small Business Development (SBD) Division of the Internal Services Department. BMWS is utilized to apply online for Small Business Enterprise (SBE) certification, manage County contracts, and track compliance with SBE Program measures, Workforce Program requirements, and subcontractor payments.

2. The use of this web-based system is mandatory for firms contracting with Miami-Dade County for the submission and verification of payment information and certified payrolls. Training for BMWS can be offered at the following web address: <https://mdcsbd.gob2g.com/>
3. BMWS is accessible, at no charge, to all vendors doing – or interested in doing – business with Miami-Dade County. Key features include:
 - a. Online application for Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Local Developing Business (LDB) certification
 - b. Online registration for the Equitable Distribution Program (EDP)
 - c. Enhanced online SBE, DBE, and LDB Directory, with key-word search capabilities.
 - d. Electronic submission of subcontractors for fulfillment of SBE requirements
 - e. Electronic submission of contractors' utilization payments and verification of SBE payments via the web or a mobile device
 - f. Automated tracking of progress towards meeting SBE goals
 - g. Electronic submission of certified payrolls
 - h. Electronic submission of workforce compliance data
 - i. Automated notifications regarding compliance requirements
 - j. Elimination of/ or limited paper-based reporting

B. SBE-G&S Make-up Plan

1. A contractor that failed to meet an established Small Business Enterprise-Good & Services (SBE-G&S) goal on any contract must submit an SBE-G&S Make-up Plan for approval by the Miami-Dade County Internal Services Department, Small Business Division (SBD).
2. The SBE-G&S Make-up Plan along with a corresponding Certificate of Assurance (COA), located under Section 2 of these Solicitation and Contract Documents must be included with the Bid submittal at the time of bid. The corresponding COA must identify all SBE-G&S firms to be utilized to meet the first-tier subcontractor goal and the trade designation of work that each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable.
3. The Department will forward the Make-up Plan and COA(s) to SBD for compliance review. Bidders who fail to submit the SBE-G&S Make-up Plan and corresponding COA by the Bid due date and time will be considered "non-compliant."
4. Before the award, bidder must submit via County's web-based system Business Management Workforce System (BMWS) its commitment, that if awarded, the contractor, will fulfill all or a portion of any pending Small Business Enterprise Good & Services makeup requirements and identify the certified CSBE firm(s) to be utilized to fulfill the make-up requirements that is excess of any SBE goal(s) required on the project and the percentage dollar value and description of the work that needs to be made up within the time frame specified by SBD.

C. Small Business Enterprise-G&S Program Measures

1. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, SBD recommends the following goal: a **SBE – Services subcontractor goal of 1.0%.**

1.05 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. This Article does not apply for this Project.

1.06 SITE INVESTIGATION

- A. Examine the Contract Documents and the site of the proposed work, when applicable, carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.
- B. The Department does not guarantee the details pertaining to borings, as shown on the plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data and shall base his bid on his own opinion of the conditions likely to be encountered.
- C. The bidder's submission of a proposal is sufficient evidence that the bidder has made an examination as described in this Article. Therefore:
 1. The bidder, by virtue of submitting their bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and location of the Work or requirements of similar Work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include but are not restricted to those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.
 2. Failure on the part of the bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

1.07 CONTRACTOR QUALIFICATION REQUIREMENTS

A. **Certification Requirements:**

- 1) At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
 - a) Certificate of Competency as a *General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Paving Engineering.* The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the

aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; **or**

- b) Pursuant to Section 255.20, Florida Statutes (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptance FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving work class.
- 2) The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract. The certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classification required by these Contract Documents.

B. Experience Requirement:

- 1) The Bidder must demonstrate that it has full-time personnel with the necessary experience to perform the Project's Scope of Work. This experience shall include work in successfully completed projects performed by the identified personnel whose bulk of work performed in the Public Right-of-Way is similar in detail to the Project's Scope of Work described in these Solicitation Documents. Demonstrate the experience requirement by:
 - a. Providing a detailed description of *at least three (3) projects similar in detail to the Project's Scope of Work described in these Solicitation Documents* and in which the Bidder's identified personnel is currently engaged or has completed within the past five years. List and describe the aforementioned projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:
 - 1) The identified personnel and their assigned role and responsibilities for the listed project.
 - 2) The client's name and address including a contact person and phone number for reference.
 - 3) Description of work.
 - 4) Total dollar value of the contract.
 - 5) Contract duration.
 - 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor, and
 - 7) For completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and available Contractor's performance evaluations.
- 2) The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.

1.08 AWARD OF CONTRACT

- A. The award of the Contract, if it be made in the County's sole discretion, shall be to the lowest responsive and responsible bidder whose bid complies with all of the material terms of this solicitation and is determined to be in the best interest of the County.

- B. A fully executed Notice to Proceed (NTP) Letter constitutes a contract with Miami-Dade County. The County may issue to the Contractor a NTP Letter only when, in the discretion of Miami-Dade County, all conditions for award have been satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and the expiration of any applicable protest period. The Contractor must provide the County with the completed and fully executed NTP Letter prior to the date stated in the letter for commencement of the Work. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.
- C. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.
- D. By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of these factors in determining whether to award the bid, and to evaluate, without limitation, the bidder's outstanding commitments on other awarded contracts, its resources to perform the Work under the Contract, and its past performance.
- E. The County reserves the right to waive any informality in, or to reject any or all bids. Bids from any person, firm or corporation in default upon any agreement with the County will be rejected.
- F. The Bidders should be qualified by experience, financing, and equipment to do the work described in the Contract Documents. The County may require from the apparent lowest responsive and responsible Bidder, as a condition for Award, a list of the major construction equipment that is available to perform all the work required by the Contract. The list shall include all equipment required and available including quantity; condition; make and model; whether owned or leased; and their present location. Actual proof of ownership (bills of sale or certified proof of a valid lease in the name of the firm submitting the Bid) of the equipment or the ability to secure the equipment prior to Contract Award is required. A visual inspection by the County of the equipment listed shall be facilitated within 10 days of submittal of the aforementioned list. Failure to meet the timeframes and conditions stipulated herein or in the Recommendation for Award may result in the disqualification of the Bidder.

1.09 PAYMENT AND PERFORMANCE BONDS

- A. The successful bidder shall submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.
- A. Per Resolution R-593-13, no payment and performance bond shall be required for a contract of \$200,000 or less.
- B. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount (\$)</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, F.S. shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - a. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 - b. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;
 - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.
 3. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
 4. For contracts in excess of \$500,000 the provision of Subarticle 2 above will be adhered to plus the company must have been listed for at least three consecutive years or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
 5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
 6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.
- C. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.
- D. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.
- E. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

- F. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.
- G. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.
- H. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.10 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

Subparagraphs 2.9A through 2.9C and 2.9E through 2.9G of the Special Conditions to the CICC 7360-0/08 Contract are deleted and replaced with the following:

- A. Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Contractor or its employees, agents, servants, partners principals or subcontractors. 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
- B. Contractor shall furnish to the **Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - 1) *Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.*
 - 2) *Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.*
 - 3) *Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.*
 - 4) *Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.*

5) *Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.*

a) If Excess Liability is provided must be follow form of the General Liability coverage.

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:

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

or

2. 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 Financial Services.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

SECTION 4: SUPPLEMENTAL INFORMATION

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20 __, between Principal and Miami-Dade County for the construction of _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20__.

SAMPLE ONLY

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By:

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

PERMITS

(Use the following link to have access to the Permit Files in Sharepoint)

Link:

[Permits](#)