CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS
RFQ #PW2020-0402
SUBMITTAL DUE DATE: MAY 01st, 2020 at 5:00 PM
Solicitation Cover Letter

Miami Shores Village, Florida (hereinafter referred to as "MSV") through its chief executive officer (Village Manager) hereby solicits sealed proposals responsive to the Village's request (hereinafter referred to as "Request for Qualifications" or "RFQ"). All references in this Solicitation (also referred to as a "Request for Qualifications") to "Village" shall be a reference to the Village Manager, or the manager's designee, unless otherwise specifically defined.

The Village is hereby requesting sealed proposals in response to this **RFQ #PW2020-0402, "CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT"** to retain a professional consultant to provide services and contract for the services necessary for the completion of the project in accordance with the ***Scope of Services, (Exhibit 1, Attachment A, B & C)*** and or the plans and/or specifications, if any, described in this Solicitation (hereinafter referred to as "the Project" or "Project"). The evaluation and award of the submitted Qualifications shall be consistent with Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes).

This project is Federally Funded through a grant from the State of Florida Department of Transportation Local Agency Program (LAP). Respondents must comply with LAP requirements for Professional Services Contracts; refer to Exhibit 1, Scope of Services, Attachment C to Bid Package, "Local Agency Program (LAP)."

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package at the Village Clerk's office Monday through Friday from 9:00 a.m. to 5:00 p.m. or by accessing the following webpage: **http://www.msvfl.gov** which is MSV's web address for solicitation information. The Solicitation is also advertised in ***The Daily Business Review***, a regional print media periodical. Proposals are subject to the Standard Terms and Conditions contained in the complete Solicitation Package, including all documents listed in the Solicitation.

The Proposal Package shall consist of **one (1) original unbound proposal, five (5) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy** all of which shall be delivered to the Office of the Village Clerk located at Miami Shores Village Hall, 10050 NE 2nd Avenue, Miami Shores, Florida 33138. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: **"CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT," RFQ #PW2020-0402** and the name of the Respondent (person or entity responding to the Solicitation. Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the Village Clerk, either by mail or hand delivery, no later than **5:00 P.M. local time (the "Closing Date") on MAY 01st, 2020.**

A public opening will take place at 10:00 a.m. on May 5th, 2020 in the Village Council Chambers located at Village Hall, 10050 NE 2nd AVE. Any Proposal received after 5:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk's receipt stamp.
Hand delivery must be made Monday through Friday from 9 A.M. to 5 P.M., unless a different time is provided above for the Closing Date, to the office of Village Clerk.

Proposals are subject to the terms, conditions, and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this Solicitation Package.

The Village reserves the right to award the Project to the person with the most responsive, responsible Proposal, as determined by the Village, subject to the right of the Village, or the Village Council, to reject any and all proposals, and the right of the Village to waive any irregularity in the Proposals or Solicitation procedure and subject also to the right of the Village to award the Project, and execute a contract with a Respondent or Respondents as deemed to be in the best interest of the Village.

Ysabely Rodriguez, MPA, CMC
Village Clerk,

SCOPE OF SERVICES and SCHEDULE OF VALUES

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
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The Scope of Services and the Schedule of Values, if any, are set forth in the attached **EXHIBIT #1.**

END OF SECTION

SCHEDULE OF EVENTS

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
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NOTE: Dates are Subject to Change

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	04/06/2020	10:00 AM
2	Deadline to Submit Questions	04/17/2020	10:00 AM
3	Deadline to Village Responses to Questions	04/22/2020	10:00 AM
4	**Deadline to Submit RFQ Response**	**05/01/2020**	5:00 PM
5	Selection Committee Meeting or Bid opening as per page 1	05/05/2020	10:00 AM
6	Selection Committee Interviews of Consultants	05/12/2020	10:00 AM
7	Village Council Approval of Selected Consultant/Cone of Silence Ends	05/19/2020	6:30 PM
8	CEI Contract Negotiations	5/20/2020	10:00 AM
9	Village Council Issues Contract Award Date	06/02/2020	6:30 PM

END OF SECTION

INSTRUCTIONS for RESPONDENT

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT

RFQ #PW2020-0402

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE "PROPOSAL" THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE VILLAGE CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE SOLICITATION FORM.

1. **Purpose of Solicitation.** MSV is requesting proposals for the most responsive responsible Proposal, as determined by the Village. The Village reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the Village.
2. **Qualification of Proposing Consultant.** Response submittals to this Solicitation will be considered from Consultants normally engaged in providing the services requested. The proposing Consultant must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to MSV. The Village reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The Village Manager or his designee will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this Solicitation where evidence submitted, or investigation and evaluation, indicates inability of a Consultant to perform.
3. **Designated Contact.** The awarded Consultant shall appoint a person to act as a primary contact with . This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
4. **Precedence of Conditions.** The proposing Consultant, by virtue of submitting a response, agrees that Village's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless clearly contrary to the specific terms of the Contract or General Conditions to the Contract:
    a) Addenda to Solicitation
    b) Attachments/Exhibits to the Solicitation
    c) Solicitation
    d) Attachment/Exhibits to Supplementary Conditions
    e) Supplementary Conditions to Contract, if any
    f) Attachment/Exhibits to Contract
    g) Contract
    h) General Conditions to Contract, if any
    i) Respondent's Proposal
5. **Response Withdrawal.** After Proposals are opened, corrections or modifications to Proposals are not permitted, but the Village may allow the proposing Consultant to withdraw an erroneous Proposal prior to the confirmation of the proposal award by Village Council, if all of the following is established:
    a) The proposing Consultant acted in good faith in submitting the response;
    b) The error was not the result of gross negligence or willful inattention on the part of the Consultant;
    c) The error was discovered and communicated to the Village within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of opening the proposals received, along with a request for permission to withdraw the Consultants Proposal; and
    d) The Consultant submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the Village to support the explanation and to show that the error was not the result of gross negligence or willful inattention nor made in bad faith.
6. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a

conflict between the Cover Letter and these instructions, or any other provision of this Solicitation, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the Solicitation.

7. Any questions concerning the Solicitation or any required need for clarification must be made in writing by **10:00 AM on April 17, 2020** to the attention of **Scott Davis, Public Works Director, at daviss@msvfl.gov.**
8. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the Village in response to such questions, shall be issued by a written addendum to the Solicitation Package (also known as "Solicitation Specifications" or "Solicitation") by U.S. mail, e-mail or other delivery method convenient to the Village and the Village will notify all prospective Consultants via the Village's website.
9. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
10. **Cone of Silence:** You are hereby advised that this Request for Proposals is subject to the "Cone of Silence". From the time of advertising until the Village Manager issues his recommendation, there is a prohibition on verbal communication with the Village's professional staff, including the Village Manager and his staff and members of the Village Council. The Cone of Silence, has been duplicated at the end of these instructions.

    Violation of these provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation including but not limited to one that requests any of the following a proposal, qualifications, concerning any contract for the provision of goods or services for a period of one year. Contact shall only be made through regularly scheduled Council meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
11. **Lobbying:** "Lobbyist" means all persons (including officers and managers of a legal entity), Consultants, or legal entities such as a corporation, partnership or limited liability company, employed or retained by a principal (including an officer of the principal or an employee of the principal whose duties include marketing, or soliciting business, for the principal) who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the Village Council; (2) any action, decision, recommendation of the Village Manager or any Village board or committee; or (3) any action, decision or recommendation of Village personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the Village Council, or a Village board or committee. All Consultants and their agents who intend to submit, or who submitted, responses for this Solicitation, are hereby placed on formal notice that neither Village Council, candidates for Village Council or any employee of are to be lobbied either individually or collectively concerning this Solicitation. Contact shall only be made through regularly scheduled Council meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information or as otherwise provided for in the Village's Cone of Silence. Any presentation before a selection committee is considered to be lobbying. A presentation team affidavit is provided with this solicitation that may be used to comply with presentations, if applicable. Anyone who submits a proposal, whether solicited or unsolicited, on behalf of his or her principal or his or her employer is considered to be a lobbyist and must register. An officer or manager of a legal entity who is submitting a proposal, whether solicited or unsolicited, is considered to be a lobbyist, for further information contact the Village Clerk to register as a lobbyist.
12. **Reservation of Right:** The Village anticipates awarding one contract for services as a result of this Solicitation and the successful Consultant will be requested to enter into negotiations to produce a contract for the Project. The Village, however, reserves the right, in its sole discretion, to do any of the following:
    a) to reject any and all submitted Responses and to further define or limit the scope of the award.
    b) to waive minor irregularities in the responses or in the procedure required by the Solicitation documents.
    c) to request additional information from Consultants as deemed necessary.
    d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposal be completed in all respects.
    e) to negotiate modifications to the Proposal that it deems acceptable.
    f) to terminate negotiations in the event the Village deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal.

The Village reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the Village.

g) to cancel, in whole or part, any RFQ when it is in the best interest of the Village.
h) to award the Project to the person with the most responsive, responsible Proposal, as determined by the Village.

13. **Contingent Fees Prohibited:** The proposing Consultant, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, approved sub-consultant or subcontractor, working in its employ, to solicit or secure a contract with the Village, and that it has not paid or agreed to pay any person, company, corporation, individual or Consultant other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, Council, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Village.
14. **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list pursuant to Chapter 287.133 following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
15. **Proposal Forms:** Respondents shall use the Proposal Form(s) furnished by the Village. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the Village, as part of its Proposal, the following documents:
    a) The Request for Qualifications and Instructions to Respondents.
    b) A copy of all issued addenda.
    c) The completed Proposal Form fully executed.
    d) Proposal/Bid Bond, (Bond or cashier's check), if required, attached to the Proposal Form.
    e) Certificates of Competency as well as all applicable State, County and Village Licenses held by Respondent
    f) Certificate of Insurance and/or Letter of Insurability.
16. **Liability, Licenses & Permits:** The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this Solicitation and as required by law. The Respondent shall be liable for any damages or loss to the Village occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or Miami Shores Village Code. These documents shall be furnished to the Village ten (10 days) prior to an award. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal.
17. **Insurance Requirements:** Respondent shall comply with the ***Village's insurance requirements*** as set forth in the attached ***EXHIBIT 3,*** prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the Village's bonding, if required for this project, and insurance requirements as set forth herein shall authorize the Village to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further Village action. The Respondent, by submitting a Proposal, thereby agrees to hold the Village harmless and agrees to indemnify the Village and covenants not to sue the Village by virtue of such rescission.
18. **Copyrights and/or Patent Rights:** Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify Village from any and all liability, loss or expense occasioned by any such violation or infringement.

19. **Execution of Contract:** A response to this Solicitation shall not be responsive unless the Respondent signs the form of contract that is a part of the Solicitation package. The Respondent to this Solicitation acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this Solicitation package. The Respondent agrees that Respondent's signature on the Bid Form and/or the form of contract that is a part of the Solicitation package and/or response to this Solicitation, grants to the Village the authority, on the Respondent's behalf, to inserted, into any blank spaces in the contract documents, information obtained from the proposal and, at the Village's sole and absolute discretion, the Village may treat the Respondent's signature on any of those documents as the Respondent's signature on the contract, after the appropriate information has been inserted, as well as for any and all purposes, including the enforcement of all of the terms and conditions of the contract.
20. **Evaluation of Proposals:** The Village, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Village and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
21. **Drug Free Workplace:** Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the Village.
22. **Hold Harmless:** To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless , the State of Florida, Department of Transportation , and its officers and employees from liabilities, damages, losses and costs, including, but not limited to , reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and person employed or utilized by the contactor in the performance of this Contract."
    This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and sovereign community. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the Village that arise out of this Solicitation process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. In the event that fees, court costs and expenses associated with the litigation are awarded to the Village, the Proposal/Bid Bond, if required for this project, shall be applied to the payment of those costs and any balance shall be paid by the Respondent.
23. **Cancellation:** Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award or termination of the contract.
24. **Bonding Requirements:** ***A Proposal/Bid Bond is not required for this project.*** For projects that require a Proposal/Bid Bond, Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, ***if required for this project***, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
25. **Proposal Guarantee:** Notwithstanding the fact that the Respondent, in submitting a proposal, agrees to the terms contained in the form of contract that is part of this Solicitation package, the successful Respondent, within ten (10) calendar days of Notice of Award by the Village, shall deliver, to the Village, the executed Contract and other Contract Documents that provide for the Respondent's signature, and deliver to the Village the required insurance documentation as well as a Performance and Payment Bond ***if these bonds are required.*** The Respondent who has the Contract awarded to it and who fails to execute the Contract and furnish the required Bonds and Insurance Documents within the specified time shall, at the Village's option, forfeit the Proposal/Bid Bond/Security that accompanied the Proposal, and the Proposal/Bid Bond/Security shall be retained as liquidated damages by the Village. It is agreed that if the Village accepts payment from the Proposal/Bid Bond, that this sum is a fair estimate of the amount of damages the Village will sustain in case the Respondent fails to sign the Contract Documents or fails to furnish the required Bonds and Insurance documentation. If the Village does not accept the Proposal/Bid Bond, the Village may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. Proposal/Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal/Bid Bond.

26. **Time of Completion:** The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the Village, other than for extensions of time to complete the Work.
27. **Cancellation of Bid Solicitation:** The Village reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the Village.
28. **Respondent** shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.
29. **All respondents**, at the time of bid opening, must have fulfilled all prior obligations and commitments to the Village in order to have their Proposal considered, including all financial obligations. Prior to the acceptance of any proposal, the Village's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the Village by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A proposal will not be accepted until all outstanding debts of all Respondent Debtors owed to the Village are paid in full. No Proposer who is in default of any prior contract with the Village may have their Proposal considered until the default is cured to the satisfaction of the Village Manager.
30. **Bid Protest Procedure**. See attached **EXHIBIT 6**
31. **Evaluation Criteria:** If this project is to be evaluated by an Evaluation Committee, the evaluation criteria is attached as **EXHIBIT 4.**
32. **Non-Appropriation of Funds:** In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under any contract awarded pursuant to this solicitation, then the Village, upon written notice to Successful Bidder or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense. No guarantee, warranty or representation is made that any particular project(s) will be awarded to any Respondent(s).
33. **Confidential and Proprietary Information:** Respondents may assert that some trade secrets, financial records, and proprietary or other confidential information in their unsolicited proposal are confidential information that they claim to be exempt from disclosure under applicable Florida public records laws. Such information may be included in the unsolicited proposal, but submitted in a separate, sealed binder, designated on the cover as CONFIDENTIAL MATERIALS. A Respondent submitting materials claimed to be confidential shall include a cover letter listing all material designated as confidential and clearly mark each page of any material believed to be a trade secret or other confidential information/document in all capital letters and bold font as CONFIDENTIAL MATERIALS. If a document is not totally confidential but contains non-confidential and confidential information, the Respondent shall provide a redacted copy of the document and an un-redacted copy. In addition, the Respondent shall prepare a list of all the documents claimed to be confidential or containing confidential information and on the next line under the description of each document the Respondent shall cite the statutory provision that provides the basis for the Respondent's claim that the document or a portion of the document is confidential and below the citation the Respondent shall copy and paste the applicable statutory provision (this listing requirement shall hereinafter be referred to as "properly list" or "properly listed" confidential document). The failure to properly list a confidential document or the failure to redact a confidential document that is only partially confidential shall result in the waiver of any claim that the document is confidential or that the un-redacted document contains confidential information. If any person or entity requests that the Village produce or disclose any of said purported confidential information or documents, the Village will advise the Respondent and afford the Respondent an opportunity to protect its assertion that said confidential information is exempt from production. If Respondent fails to timely authorize the production of the information or document and/or fails to timely seek a protective order, and/or is unsuccessful in obtaining a protective order, the Village will produce the requested information or document. The Village shall not actively contest any request to disclose such alleged confidential information or document and the Village cannot guarantee that the alleged confidential document or information may not be disclosed should it ultimately be determined not to be confidential under applicable Florida public records laws. The Respondent shall indemnify the Village for any damages and costs the Village may incur due to the Respondent's claim that its document or information is confidential. The Village can only agree to advise the Respondent of such request and give the Respondent an opportunity, at Respondent's sole and exclusive cost, to defend the request for disclosure of the confidential information or document in a Court of competent jurisdiction or other applicable forum.

34. **Definitions:** The following definitions shall govern the interpretation of this RFQ:
"Certify", including all of its tenses, such as "certifies", "certifying" and "certified", shall mean the act of swearing or affirming under penalty of perjury that the facts that are being "certified" are true and correct and it shall be accomplished either by swearing (or affirming) to the truth of the statement before a notary public, or by a declaration, under penalty of perjury, as to the truth of the statement pursuant to Florida Statutes, Section 92.525.
35. **Local Government Prompt Payment Act:** This project is subject to the provisions described in Florida Statute Ch. 218, Part VIII.
36. **Public Access to Public Records Language**. This project is subject to the provisions described in Florida Statue Ch. 119.
37. **Records Retention**. All records relating to this project must be retained by the Respondent for a minimum of 5-years from the date of final payment.
38. **Allowable Costs**: Determination of allowable costs in accordance with Federal Cost principles will be performed for services rendered under this contract.
39. **Payment Method**. The Village shall provide payments on the basis specific rates of compensation using direct labor hours at specified hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum or not to exceed amount. The Vendor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the Village user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a Village representative has inspected and approved the completed portion of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

a) CONSULTANT INFORMATION:
- The name of the business organization as specified on the Contract between Village and Consultant
- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

b) VILLAGE INFORMATION:
- Village Purchase Order Number
- PRICING INFORMATION:
- Unit price of the, Services
- Extended total price of the Services
- Applicable discounts

c) SERVICES PROVIDED PER CONTRACT:
- Description
- Quantity

d) DELIVERY INFORMATION:
- Delivery terms set forth within the Village Purchase Order
- Location and date of delivery of goods, Services or property

e) FAILURE TO COMPLY:
- Failure to submit invoices in the prescribed manner will delay payment.

The Village will pay the contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

END OF SECTION

CONE OF SILENCE
CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

Cone of Silence:

(A) **Definitions**.

(1) "Cone of silence", as used herein, means a prohibition of any communication regarding competitive solicitations such as a request for proposal ("RFP"), request for qualification ("RFQ"), request for information ("RFI") or request for bid ("RFB"), between:

(a) A potential vendor, service provider, proposer or bidder (hereinafter referred to as the "Potential Bidder"), or agent, representative, lobbyist or consultant for the Potential Bidder; (hereinafter referred to as the "Bidder's Representative") and

(i) Members of the Village Council or
(ii) Village's professional staff or
(iii) Any member of the Village's selection, evaluation or negotiation committee.

(b) Members of the Village Council shall not communicate with professional staff or members of the selection, evaluation and negotiation committees at any point in the competitive process except as provided in paragraph D (3) below.

(2) "Village's professional staff" means Village Department Heads and their staff and the Village Manager and their staff including consultants involved in the solicitation, evaluation and negotiation process.

(B) **Restriction; notice**. A cone of silence shall be imposed upon each competitive solicitation, commencing with the date that the advertisement of said solicitation is published and the requirements of this section shall be included in the solicitation. At the time of imposition of the cone of silence, the Village Manager or Manager's designee shall: (a) provide for public notice of the cone of silence by posting a notice at Village Hall; (b) issue a written notice thereof to the affected Departments; (c) file a copy of such notice with the Village Clerk; and (d) serve a copy thereof on each Village Member.

(C) **Termination of Cone of Silence**. The Cone of Silence shall terminate at the beginning of the Village Council meeting at which the Village Manager makes his or her written recommendation to the Village Council or at the time that the solicitation process is terminated by the Village Manager. However, if the Village Council refers the Manager's recommendation back to the Manager or staff for further review, the cone of silence shall be imposed until the beginning of the Village Council meeting at which the Village Manager makes a subsequent written recommendation.

(D) **Exceptions to applicability**. The provisions of this section shall not apply to:

(1) Communications at a duly noticed pre-bid conference~~s~~ or at any duly noticed public Selection or Negotiation Committee meeting or duly noticed public Village Council meeting at which the Village Manager has placed the subject of the solicitation on the Agenda;
(2) Communication regarding the solicitation at recorded contract negotiations, recorded oral presentation or recorded oral question and answer session and recorded contract negotiation strategy sessions in compliance with the exemption in Florida Statutes Section 286.0113;

(3) Briefings made by the Village Manager or his designee to the Village Council Members during a meeting following the completion of the Selection or Negotiation Committee meetings;
(4) Written communication at any time with any Village professional staff (not including selection, evaluation or negotiation committee members), unless specifically prohibited by the applicable competitive solicitation documents. This section shall not be construed to prevent written communication between Village professional staff and any Village selection, evaluation or negotiation committee. A copy of any written communication made during the cone of silence shall be contemporaneously filed with the Village Clerk by the Potential Bidder or Bidder's Representative. The Village Clerk shall make copies available to any person upon request;
(5) Communication that is strictly limited to matters of those processes or procedures that are contained in the corresponding solicitation document and which communication is between any person and the Village's Purchasing Agent or the Village employee who is designated as being responsible for administering the procurement process for such solicitation;
(6) Communications with the Village Attorney and his or her staff;
(7) Communications during any duly noticed site visits to determine the competency and responsibleness of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes a written recommendation;
(8) Any emergency procurement of goods or services pursuant to Village Code;
(9) Responses to a request made by the Village's Purchasing Agent, or the Village employee who is designated as being responsible for administering the procurement process for such solicitation, for clarification or additional information;
(10) Communications prior to bid opening between Village's professional staff and Potential Bidders and/or Bidder's Representatives to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a Potential Bidders and/or Bidder's Representatives and any member of the Village's professional staff including, but not limited to the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

(F) Penalties. Violation of this section by a particular bidder or proposer, or their representative, shall render any award to said bidder or proposer voidable by the Village Council and/or Village Manager. Any person who violates a provision of this section may be prohibited from serving on a Village selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Village employee may subject said employee to disciplinary action at the discretion of the Village Manager.

END OF SECTION

Proposal Submittal Checklist Form

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":		Check Completed.
X	Proposal Package shall consist of one (1) original unbound proposal, five (5) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy	
X	FDOT Local Agency Program (LAP), documents ***Exhibit 1, Scope of Services, Attachment C to Bid Package;***	
X	Supplemental Instructions for Respondents described in ***EXHIBIT 2***	
X	Indemnification and Insurance Documents, ***EXHIBIT 3;***	
	Professional Services Contract**,** ***EXHIBIT 5; Provided for Reference Only. Not Required with Submittal***	
X	Respondents Qualification Statement	
X	List of Proposed Subcontractors and Principal Supplier	
X	Miami Shores Village Non-Collusion Affidavit	
X	Miami Shores Village Public Entity Crimes and Conflicts of Interest	
X	Miami Shores Village Acknowledgement of Conformance with OSHA Standards	
X	Miami Shores Village Affidavit Concerning Federal & State Vendor Listings	
X	Miami Shores Village Related Party Transaction Verification Form	
X	Miami Shores Village Presentation Team Declaration/Affidavit of Representation	

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

The response to this questionnaire shall be utilized as part of the VILLAGE'S overall Proposal Evaluation and RESPONDENT selection.

(i) Number of similar projects completed, _____

(ii) List the last five (5) completed similar projects.

a) In the past 5 years _____

In the past 5 years On Schedule _____

b) In the past 10 years _____

In the past 10 years On Schedule _____

a) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

b) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

c) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

d) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

e) Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Completion Time (Days): _____

Original Contract Completion Date: _____

Actual Final Contract Completion Date: _____

(iii) Current workload

Project Name	Owner Name	Telephone Number

(iv) The following information shall be attached to the proposal.

a) Respondent's organization chart.

b) Respondent's proposed project organizational chart.

c) Resumes of proposed key project personnel, including on-site Superintendent.

(v) List and describe any:

a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,

b) Any arbitration or civil or criminal proceedings, or

c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

(vi) Government References:

List other Government Agencies or Quasi-Government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

LIST OF PROPOSED SUB-CONSULTANTS

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT

RFQ #PW2020-0402

Respondent shall list all proposed subcontractors, if subcontractors are allowed by the terms of this Solicitation to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email

This list shall be provided as a part of Respondents submittal to and in response to this RFQ.

END OF SECTION

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and states that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of

_____ the Respondent that has submitted the attached Proposal;

(2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with this RFQ for which the attached Proposal has been submitted;

Signed, sealed, and delivered in the presence of:

_____ By: _____
Witness Signature:

_____ _____
Witness Print Name and Title

_____
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

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

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

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

_____ Personally known to me, or

_____ Personal identification:

_____
Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State 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 Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".
The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of or its agencies.

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

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

1. This sworn statement is submitted to

_____
[Print name of the public entity]

By: _____
[Print individual's name and title]

for_____
[Print name of entity submitting sworn statement]

Whose business address is _____

_____

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

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime; or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length

agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

_____
[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ _____

OR Produced identification _____

Notary Public – State of _____

My commission expires _____
(Type of identification) (Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

ACKNOWLEDGEMENT OF CONFORMANCE WITH THE CODE of FEDERAL REGULATIONS

Title 23 → Chapter I → Subchapter A → Part 1 → §1.33
Title 23: Highways
PART 1—GENERAL

§1.33 Conflicts of interest.

No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Title 23 → Chapter I → Subchapter B → Part 172 → §172.7

Title 23: Highways
PART 172—PROCUREMENT, MANAGEMENT, AND ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICES

§172.7 Procurement methods and procedures.

(a) *Procurement methods.* The procurement of engineering and design related services funded by FAHP funds and related to a highway construction project subject to the provisions of 23 U.S.C. 112(a) shall be conducted in accordance with one of three methods: Competitive negotiation (qualifications-based selection) procurement, small purchases procurement for small dollar value contracts, and noncompetitive procurement where specific conditions exist allowing solicitation and negotiation to take place with a single consultant.

(1) *Competitive negotiation (qualifications-based selection).* Except as provided in paragraphs (a)(2) and (3) of this section, contracting agencies shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as

the Brooks Act. In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

(i) *Solicitation.* The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and a RFP is then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby annual statements of qualifications and performance data are encouraged. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(ii) *Request for proposal (RFP).* The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

(A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

(B) Identify the requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;

(C) Identify evaluation factors including their relative weight of importance in accordance with paragraph (a)(1)(iii) of this section;

(D) Specify the contract type and method(s) of payment anticipated to contract for the solicited services in accordance with §172.9;

(E) Identify any special provisions or contract requirements associated with the solicited services;

(F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals, since these shall not be considered in the evaluation, ranking, and selection phase; and

(G) Provide an estimated schedule for the procurement process and establish a submittal deadline for responses to the RFP that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual

circumstances shall be not less than 14 calendar days from the date of issuance of the RFP.

(iii) *Evaluation factors.* (A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

(B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

(C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following nonqualifications-based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of 10 percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(*1*) A local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(*2*) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) subconsultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR part 26 and a contracting agency's FHWA-approved DBE program.

(iv) *Evaluation, ranking, and selection.* (A) The contracting agency shall evaluate consultant proposals based on the criteria established and published within the public solicitation.

(B) Although the contract will be with the consultant, proposal evaluations shall consider the qualifications of the consultant and any subconsultants identified within the proposal with respect to the scope of work and established criteria.

(C) The contracting agency shall specify in the RFP discussion requirements that shall follow submission and evaluation of proposals and based on the size and complexity of the project or as defined in contracting agency written policies and procedures, as specified in §172.5(c). Discussions, as required by the RFP, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP.

(D) From the proposal evaluation and any subsequent discussions which may have been conducted, the contracting agency shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria. In instances where only two qualified consultants respond to the solicitation, the contracting agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, a contracting agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation as specified in paragraph (a)(3)(iii)(C) of this section.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The contracting agency shall retain supporting documentation of the solicitation, proposal, evaluation, and selection of the consultant in accordance with this section and the provisions of 2 CFR 200.333.

(v) *Negotiation.* (A) The process for negotiation of the contract shall comply with the requirements codified in 40 U.S.C. 1104(b) for the order of negotiation.

(B) *Independent estimate.* Prior to receipt or review of the most highly qualified consultant's cost proposal, the contracting agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation.

(C) The contracting agency shall establish elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) separately in accordance with §172.11. The use of the independent estimate and determination of cost allowance in accordance with §172.11 shall ensure contracts for the consultant services are obtained at a fair and reasonable cost, as specified in 40 U.S.C. 1104(a).

(D) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, the contracting agency may consider only the cost proposal of the consultant with which negotiations are initiated. Due to the confidential nature of this data, as specified in 23 U.S.C. 112(b)(2)(E), concealed cost proposals of unsuccessful consultants may be disposed of in accordance with written policies and procedures established under §172.5(c).

(E) The contracting agency shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 2 CFR 200.333. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract, as specified in §172.11(c).

(2) *Small purchases.* The contracting agency may use the State's small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

(i) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.

(ii) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the contracting agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a contracting agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in §172.7(a)(3)(iii)(C).

(iii) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

(iv) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

(3) *Noncompetitive.* The following requirements shall apply to the noncompetitive procurement method:

(i) A contracting agency may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

(ii) A contracting agency shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

(iii) A contracting agency may award a contract by noncompetitive procedures under the following limited circumstances:

(A) The service is available only from a single source;

(B) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(C) After solicitation of a number of sources, competition is determined to be inadequate.

(iv) Contract costs may be negotiated in accordance with contracting agency noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

(b) *Additional procurement requirements*—(1) *Uniform administrative requirements, cost principles and audit requirements for Federal awards.* (i) STAs or other recipients and their subrecipients shall comply with procurement requirements established in State and local laws, regulations, policies, and procedures that are not addressed by or are not in conflict with applicable Federal laws and regulations, as specified in 2 CFR part 1201.

(ii) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, a contracting agency shall comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization, as specified in 2 CFR 200.102(c).

(2) *Disadvantaged Business Enterprise (DBE) program.* (i) A contracting agency shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with a contracting agency's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants, as specified in §172.7(a)(1)(iii)(D); or

(B) Establishment of a contract participation goal.

(ii) The use of quotas or exclusive set-asides for DBE consultants is prohibited, as specified in 49 CFR 26.43.

(3) *Suspension and debarment.* A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180.

(4) *Conflicts of interest.* (i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of

services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

(ii) No employee, officer, or agent of the contracting agency shall participate in selection, or in the award or administration of a contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

(A) The employee, officer, or agent;

(B) Any member of his or her immediate family;

(C) His or her partner; or

(D) An organization that employs or is about to employ any of the above.

(iii) The contracting agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. A contracting agency may establish dollar thresholds where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

(iv) A contracting agency may provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(v) To the extent permitted by State or local law or regulations, the standards of conduct required by this paragraph shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the contracting agency's officers, employees, or agents, or by consultants or their agents.

(vi) A contracting agency shall promptly disclose in writing any potential conflict of interest to FHWA.

(5) *Consultant services in management support roles.* (i) When FAHP funds participate in a consultant services contract, the contracting agency shall receive approval from FHWA, or the recipient as appropriate, before utilizing a consultant to act in a management support role for the contracting agency; unless an alternate approval procedure has been approved. Use of consultants in management support roles does not relieve the contracting agency of responsibilities associated with the use of FAHP funds, as specified in 23 U.S.C. 302(a) and 23 U.S.C. 106(g)(4) and should be limited to large projects or circumstances where unusual cost or time constraints exist, unique technical or managerial expertise is required, and/or an increase in contracting agency staff is not a viable option.

(ii) Management support roles may include, but are not limited to, providing oversight of an element of a highway program, function, or service on behalf of the contracting agency or may involve managing or providing oversight of a project, series of projects, or the work of other consultants and contractors on behalf of the contracting agency. Contracting agency written policies and procedures as specified in

§172.5(c) may further define allowable management roles and services a consultant may provide, specific approval responsibilities, and associated controls necessary to ensure compliance with Federal requirements.

(iii) Use of consultants or subconsultants in management support roles requires appropriate conflicts of interest standards as specified in paragraph (b)(4) of this section and adequate contracting agency staffing to administer and monitor the management consultant contract, as specified in §172.9(d). A consultant serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to potential conflicts of interest.

(iv) FAHP funds shall not participate in the costs of a consultant serving in a management support role where the consultant was not procured in accordance with Federal and State requirements, as specified in 23 CFR 1.9(a).

(v) Where benefiting more than a single Federal-aid project, allocability of consultant contract costs for services related to a management support role shall be distributed consistent with the cost principles applicable to the contracting agency, as specified in 2 CFR part 200, subpart E—Cost Principles.

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO

We, _____, (Name of CONSULTANT), hereby acknowledge and agree that as CONSULTANT for the **CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT RFQ #PW2020-0402** as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless , against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (sub consultant's names):

_____

_____

_____

_____ _____

CONSULTANT WITNESS

BY: _____
Name

_____
Title

AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS

The person, or entity, who is responding to the Village's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, _____ (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

(1) I represent the Respondent whose name is _____.

(2) I have the following relationship with the Respondent _____ (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member> (if Respondent is a Limited Liability Company).

(3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

(4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category, it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if Applicable

___ Convicted Vendor List
___ Suspended Vendor List
___ Discriminatory Vendor List
___ Federal Excluded Parties List
___ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT. _____
(Print name of Declarant)

By: _____
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the ____ day of _____, 20_____, before me, the undersigned authority, personally appeared _____ who is personally know to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

NOTARY PUBLIC:
SEAL

_____
Notary Public, State of Florida

_____
(Print, Stamp or type as commissioned.)

RELATED PARTY TRANSACTION VERIFICATION FORM

I _____, individually and on behalf of _____ ("Firm") have *Name of Representative Company/Vendor/Entity* read ("Village")'s Code of Ethics, Section 2-11.1 of the Miami Dade County Ethics and Ordinances Code and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the
Village, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 2-11.1, who is an employee of the Village or who is(are) an appointed or elected official of the Village, or who is(are) a member of any public body created by the Village Council, *i.e.*, a board or committee of the Village, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the Village or has a financial interest, direct or indirect, in any business being transacted with the Village, or with any person or agency acting for the Village, other than as follows: (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of , or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the Village other than the following individuals whose interest is set forth following their names (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all Village employees and that of all elected and/or appointed Village officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows: (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of Village employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the Village, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the Village or any person or agency acting for the Village, and that we have not appeared in representation of any third party before any board, Council or agency of the Village within the past two years other than as follows: (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make

reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the Village Council; (ii) any Village employee; or (iii) any member of any board or agency of the Village other than as follows: (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the Village, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the Village in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the Village of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the Village's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the Village, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name & Title: _____

Date: _____

Sec. 2.11.1. - Conflict of interest and code of ethics.

(a) ***Designation.***
This section shall be designated and known as the " Conflict of Interest and Code of Ethics". This section shall be applicable to all Village personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.
(**b)** ***Definitions.*** For the purposes of this section the following definitions shall be effective:
(1) The term "Council members" shall refer to the mayor and the members of the Village Council.
(2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the Village community redevelopment agency and the health facilities authority.
(3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the Village as perform quasi-judicial functions.
(4) The term "advisory personnel" shall refer to the members of those Village advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the Village Council.
(5) The term "departmental personnel" shall refer to the Village clerk, the Village manager, department heads, the Village attorney, and all assistants to the Village clerk, Village manager and Village attorney, however titled.
(6) The term "employees" shall refer to all other personnel employed by the Village.
(7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
(8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the Village.
(9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
(10) The term "transact any business" shall refer to the purchase or sale by the Village of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the Village, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.
(c) ***Prohibition on transacting business with the Village.***
No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the Village or any person or agency acting for the Village, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:
(1) The payment of taxes, special assessments or fees for services provided by the Village government;
(2) The purchase of bonds, anticipation notes or other securities that may be issued by the Village through underwriters or directly from time to time.
Waiver of *prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the Village Council after public hearing upon finding that:
(1) An open-to-all sealed competitive proposal has been submitted by a Village person as defined in paragraphs (b)(2), (3) and (4);
(2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a Village person defined in paragraphs (b)(2), (3) and (4);
(3) The property or services to be involved in the proposed transaction are unique and the Village cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
(4) That the proposed transaction will be in the best interest of the Village.
This subsection shall be applicable only to prospective transactions, and the Village Council may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) ***Further prohibition on transacting business with the Village.***

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the Village Council if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the Village Council:

(1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or

(2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the Village Council shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) Definition. The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) Exceptions. The provisions of paragraph (e)(1) shall not apply to:

a. Political contributions specifically authorized by state law;

b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);

c. Awards for professional or civic achievement;

d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) Prohibitions. A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;

b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;

c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or

d. Attendance or absence from a public meeting at which official action is to be taken.

(4) Disclosure. Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of $25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the Village clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) ***Compulsory disclosure by employees of firms doing business with the Village.***

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the Village or any Village agency, or be subject to direct regulation by the Village or a Village agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the Village.

(g) ***Exploitation of official position prohibited.***

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) ***Prohibition on use of confidential information.***

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the Village, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) ***Conflicting employment prohibited.***

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) ***Prohibition on outside employment.***

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the Village from any source other than the Village, except as may be permitted as follows:

a. ***Generally prohibited***. No full-time Village employee shall accept outside employment, either incidental, occasional or otherwise, where Village time, equipment or material is to be used or where such employment or any part thereof is to be performed on Village time.

b. ***When permitted.*** A full-time Village employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the Village or any of its departments and the approval required in subparagraph c. is obtained.

c. ***Approval of department head required***. Any outside employment by any full-time Village employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. ***Penalty.*** Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The Village may also assess against a violator a fine not to exceed $500.00 and the costs of investigation incurred by the Village.

(2) All full-time Village employees engaged in any outside employment for any person, firm, corporation or entity other than the Village, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. Village employee reports shall be filed with the Village clerk. The reports shall be available at a reasonable time and place for inspection by the public. The Village manager may require monthly reports from individual employees or groups of employees for good cause.

(k) ***Prohibited investments.***

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(**l)** ***Certain appearances and payment prohibited.***

i. No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any Village board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the Village or a Village agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the Village or a Village agency through the suit in question.

ii. No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the Village Council or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the Village Council or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the Village Council or agency on which such person serves through the suit in question.

(m) ***Actions prohibited when financial interests involved.***
No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.
(n) ***Acquiring financial interests.***
No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the Village or Village agency of which the person is an official, officer or employee.
(0) ***Recommending professional services.***
No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the Village or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of
office and in advance at a public meeting attended by other Village officials, officers or employees.
(p) ***Continuing application after Village service.***
(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her Village service or employment has ceased, lobby any Village official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the Village or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a Village department or agency during the two-year period after his or her service has ceased.
(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.
(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose Village service or employment ceased after the effective date from which this section derives.
(4) No person described in paragraph (p)(1) whose Village service or employment ceased within two years prior to the effective date of this RFQ shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any Village official in connection with any subject described in paragraph (p)(1) in which the Village or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her Village service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her Village service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her Village service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the Village attorney prior to lobbying any Village official attesting that the
requirements of this subsection do not preclude the person from lobbying Village officials.
(5) Any person who violates this subsection shall be subject to the penalties provided in section 2-11.1
(q) ***Village attorney to render opinions on request.***
Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics, or whenever any person who renders services to the Village is in doubt as to the applicability of that person, may submit to the Village attorney a full written statement of the facts and questions. The Village attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

PRESENTATION TEAM
DECLARATION/AFFIDAVIT OF REPRESENTATION

This affidavit is not required for compliance with the Village's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to Village any person who appears as a representative for an individual or firm for an oral presentation before a Village certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the Village staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the Village Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Village Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalty of perjury:
Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

NAME	TITLE
_____	_____
_____	_____
_____	_____

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the Village Clerk's office at the time the committee's proposal is submitted to the Village as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

Executed this _____ day of _____, 20 ___.

_____
Signature of Representative

_____ _____
Print Name and Title Print name of entity being represented

END OF SECTION

EXHIBIT #1

SCOPE OF SERVICES

Attachment A

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

I. BACKGROUND:

Pursuant to the Consultants Competitive Negotiation Act, Florida Statue 287.055, , hereby solicits Expression of Interest and Statement of Qualification submittals from professional consulting engineering firms who are prequalified by the Florida Department of Transportation to perform Roadway Construction, Engineering and inspection (CEI) Services (including monitoring and inspection of the work required under various construction contracts and coordinating with other public agencies, utilities, and affected property owners) and Construction Materials Inspection (including conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis, and reporting of results and recommendations).

To fulfill such needs and meet the requirements for specialized services, the Village intends to retain a single Consultant under a professional service agreement. The professional services agreement term shall be negotiated and agreed to by the parties prior to submittal for review and approval by the Village Council. See ***"Schedule of Events"*** in this Solicitation.

II. PROJECT FUNDING:

This project is Federally Funded through a grant from the State of Florida Department of Transportation Local Agency Program (LAP). Respondents must comply with LAP requirements for Professional Services Contracts; refer to ***Exhibit 1, Scope of Services, Attachment C to Bid Package, "Local Agency Program (LAP)."***

III. THE PROJECT:

The project consists of Managing Construction, Engineering and performing Inspections to provide connectivity for pedestrian traffic along NE 2nd Ave from NE 111th ST to NE 103rd ST. Specifically, the project includes reconstruction and widening of the existing 5' concrete sidewalk to a 10' wide concrete sidewalk along the west side of the N.E. 2nd Avenue right-of-way and generally between N.E. 103rd Street to N.E. 111th Street. Also included are all ADA improvements to accommodate new crossing at the existing driveways and alleyway as well as the 111th Street intersection.

IV. SCOPE OF SERVICES:

The selected Consulting Firm must provide for a Project Manager and Resident Compliance Specialist on their team throughout this entire project. The selected Consultant shall also provide CEI duties during construction and through project close out including, but not limited to the following:

a) Assisting the Village with compliance verification of all documentation required of the Contractor selected for this project.

b) Being present on the project site when the contractor is working.

c) Inspecting and administering the construction contract.

d) Conducting and attending weekly progress meetings. The frequency of these progress meeting may be decreased at the Village's discretion. The CEI will be responsible for scheduling and conducting the meetings as well as providing agendas and meeting minutes.

e) Reviewing pay estimates and change order requests and recommending approval or rejection to the Village.

f) Reviewing applications for Payment from the Contractor and providing written response within seven (7) days of receipt of the application noting any deficiencies preventing the pay application from being complete. CEI shall gather all required documents from the Contractor and once quantities have been verified, the CEI shall sign the application for payment and submit it to the Village.

g) Making sure the contractor's work is done in accordance with the contract specifications.

h) Completing daily inspection reports with associated photos, truck tickets, material verification and all other LAP required documents on a weekly basis.

i) Submitting LAP required documentation and site photos on a weekly basis.

j) Conducting all inspection, interviews and reports required in the field (daily inspection reports, bulletin board inspections and reports, employee interviews, truck driver interviews, material inspections, etc.)

k) Providing an engineer's summary letter on a monthly basis including all daily reports for the preceding month and basic project information such as elapsed time, project completion status, amount paid to Contractor to-date, and general construction activity summary.

l) Being aware of and immediately reporting and Temporary Employment Agency/Day Laborers, segregation/discrimination or independent workers on the job.

m) Observing and reporting uniforms on employees, overtime worked and classification of employees.

n) Completing monthly wage verification interviews, truck driver interviews and Equal Employment Opportunity (EEO) Project Bulletin Board inspection.

o) Verifying all subcontractors and reporting to the Village any subcontractors that are not certified for the project.

p) Providing full time inspection during construction by a qualified construction inspector.

q) Conducting periodic site visits as necessary to resolve Requests for Information (RFI) or other project issues.

r) Providing written responses to Contractor RFI within seven (7) calendar days of receipt.

s) Reviewing all submittals and shop drawings supplied by the Contractor and providing a response within seven (7) calendar days of receipt. If the submittal is rejected, then the reasons for the rejection must be provided in writing. All approvals and rejections shall be provided in writing.

t) Maintaining submittal and RFI logs.

u) Reviewing and approving Proctor/LBR reports and reviewing density test reports.

v) Reviewing Contractor's monthly reports for compliance with contract plans, EEO compliance and previous disbursement to subcontractors.

w) Reviewing and approving certified payroll for prime contractor and their subcontractor(s) on a weekly basis.

x) Attending all walkthroughs for Substantial and Final Completion and generating punch-lists of outstanding items to be resolved.

y) Issuing Certificate of Completion documents signed and sealed by a Florida Licensed Professional Engineer.

V. QUALIFICATIONS:

The Village is interested in hiring, via a Consultants Competitive Negotiation Act Process, a Florida Department of Transportation (FDOT) preauthorized firm, to provide Construction, Engineering and Inspection (CEI) Services in connection with the Village's MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT in accordance with the ***Scope of Services, Exhibit 1, Attachment "A,"*** and; ***Attachment "B," "Construction Plans & Specifications"*** and; ***Attachment "C" Local Agency Program (LAP) Requirements for Professional Services Contracts. Professional Services Work Types, 10.1 and 10.3.***

Submittals will be reviewed, evaluated, scored and ranked in accordance with ***Exhibit 4, "Evaluation and Selection Criteria."***

VI. SITE LOCATION:

The site location of the project is along the West Right-of-Way of NE 2nd AVENUE from NE 111th STREET to NE 103rd STREET.

VII. PLANS & SPECIFICATIONS:

Refer to Construction Plans and Specifications as ***Exhibit 1, Scope of Services, Attachment B*** (TY-LIN Plans)

VIII. PROJECT SCHEDULE:

The anticipated schedule for this project is no more than 6 month duration.

END OF SECTION

EXHIBIT #1

SCOPE OF SERVICES

ATTACHMENT B

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

"CONSTRUCTION PLANS & SPECIFICATIONS"

UNDER SEPARATE COVER

EXHIBIT #1
SCOPE OF SERVICES
ATTACHMENT C TO BID PACKAGE

LOCAL AGENCY PROGRAM (LAP)

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

This project is Federally Funded through a grant from the State of Florida Department of Transportation Local Agency Program (LAP). Respondents must comply with LAP requirements for Professional Services Contracts; refer to Attachment C to Bid Package.

A. LOCAL AGENCY PROGRAM FEDERAL-AID TERMS FOR PROFESSIONAL SERVICES CONTRACTS; **FORM #375-040-84**

B. DBE BID PACKAGE INFORMATION; **FORM #275-030-11**

C. TRUTH IN NEGOTIATING CERTIFICATION; **FORM #375-030-30**

D. CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANGER FOR FDOT, **FORM #375-030-50**

E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL CONTRACTS; **FORM 375-030-32**

F. VENDOR ELIGIBILITY CHECK PRIOR TO CONTRACT AWARD; **FORM #375-030-91**

G. CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS; **FORM #375-030-33**

H. DISCLOSURE OF LOBBYING ACTIVITIES; **FORM #375-030-34**

I. BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES; **FORM #375-40-62**

EXHIBIT #2
SUPPLEMENTAL INSTRUCTIONS AND SUBMITTAL FORMAT FOR RESPONDENTS

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

The submittal **must** name all persons or entities interested in the submittal as principals.
The submittal must declare that it is made without collusion with any other person or entity submitting a submittal pursuant to this RFQ. Each firm shall only submit once as a prime and may participate as a sub-consultant on more than one team. shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

SUBMITTAL FORMAT

Firms shall prepare their submittals using the following format and should include, but not be limited, to the following:

1. **Letter of Transmittal**

   a.) This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely perform the work.

   b.) The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

2. **Statement acknowledging receipt of each addendum issued by the Village.**

3. **Qualifications and experience of the firm(s)/individual(s) who will provide the services.**

4. **The submission should include:**

   A. Proposal Package and Labeling/Marking Requirements:

   All submissions shall consist of ***one (1) unbound original and five (5) copies, 3-ring binders are not permitted. One (1) digital or comparable medium including Flash Drive, DVD or CD copy is ALSO required. Submission packages shall be tabbed according to a Table of Contents.*** The original and all copies shall be clearly marked accordingly as "original" or "copy." The digital copy and the five (5) copies must be exact duplicates of the original submission.

   FAILURE TO PROVIDE EXACT COPIES SHALL RESULT IN SUBMITTAL BEING DESIGNATED NON-RESPONSIVE.

B. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT RFQ #PW2020-0402.**

C. Table of Contents

Include a clear identification of the material by section and/or by page number.

D. Qualification Statement

The Qualification Statement shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services. The Qualification Statement should be delivered in two parts. The first part is the technical submittal that shall consist of subsections (1) through (5) where subsections (1) through (3) shall be no more than 10 pages single-sided. If subsections (1) through (3) contain more than the 10 page limit, the evaluation committee shall be instructed to disregard all pages after page 10 of the submittal. The second part is all standard forms that must be fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

1. Executive Summary:

a. Provide a brief summary describing the Respondent's approach to the work called for by the RFQ and ability to perform the work requested; the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience and Proposal of the Respondent, staff and any other relevant information. A Project/Client Manager should be provided and assigned to manage all aspects of this work.

2. Respondent's Organization:

a. Describe the Respondent's organization; history and background; principals, officers, owners, board of directors and/or trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Respondent has been in business.

3. **Respondent's Past Performance:**

    a. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five (5) years. The description should identify for each project (1) the client, (2) description of work, (3) contract duration, (4) customer contact person and the person's phone number, (5) statement or notation of whether Respondent is/was the prime Consultant/contractor or subcontractor or sub-consultant, and (7) the results of the project.

4. **Organization Chart:**

    a. Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart must clearly identify the Respondent's employees and those of the sub-consultants. Provide list of professional licenses held by the pertinent key personnel (including sub-consultants) to be assigned for the services of this RFQ.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by Respondents in connection with this pre-qualification process may be subject to the disclosure under Chapter 119, F.S., unless such information is specifically exempted or categorized as confidential in that Chapter or another section of the Florida Statutes. However, respondents must invoke the protections of any such section(s) within 24 hours of notice that a public records request for such information has been made and if Respondent invokes an alleged right to an exemption or declares the information to be confidential, Respondent shall provide written justification including a citation to the specific statutory authority relied upon and the reasons Respondent believes that it applies to the records being requested. Failure to abide by this procedure may result in disclosure of the Respondent's information and Respondent agrees that the Village shall not be liable to Respondent for disclosure under such circumstances. Furthermore, if a Respondent objects to production of the documents, Respondent agrees to indemnify and hold the Village harmless from any and all costs and expense incurred by the Village, including Village's attorney fees, in defending an action filed to obtain said records, as well as any damage award against the Village, including the attorney fees of any of the parties in such suit and appeal.

END OF SECTION

EXHIBIT 3

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

Insurance & Indemnification Requirements

Insurance

A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with , whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

B. No insurance required by the VILLAGE shall be issued or written by a surplus lines carrier unless authorized in writing by the VILLAGE and such authorization shall be at the VILLAGE's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by VILLAGE (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate, including:

- Personal Injury: $1,000,000;
- Medical Insurance: $5,000 per person;
- Property Damage: $500,000 each occurrence;

Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of $1,000,000 per claim and

$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

(a) Premises and Operation
(b) Independent Contractors
(c) Products and/or Completed Operations Hazard
(d) Explosion, Collapse and Underground Hazard Coverage
(e) Broad Form Property Damage
(f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
(g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) plus an additional One Million Dollar ($1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

(a) Owned Vehicles.
(b) Hired and Non-Owned Vehicles
(c) Employers' Non-Ownership

Subcontracts: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in these insurance and indemnification requirements, other than the Fire and Extended Coverage Insurance and substituting the word Subcontractor for the word FIRM where applicable.

Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

A. In the event that this contract involves the construction of a structure, the FIRM shall maintain, with an Insurance Company or Insurance Companies acceptable to the VILLAGE, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the VILLAGE and the FIRM, as their interest may appear, and shall also cover the interests of all Subcontractors or Subconsultants performing Work.
B. All of the provisions set forth in the Miscellaneous section below shall apply to this coverage unless it would be clearly not applicable.

Miscellaneous:

A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
B. All deductibles must be declared by the FIRM and must be approved by the VILLAGE. At the option of the VILLAGE, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the VILLAGE covering the same.
C. The policies shall contain waiver of subrogation against VILLAGE where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that VILLAGE may have. The VILLAGE reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the VILLAGE as well as contractual liability provision covering the FIRMs duty to indemnify the Village as provided in this Agreement.
D. Before starting the Work, the FIRM shall deliver to the VILLAGE certificates of such insurance, acceptable to the VILLAGE, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer

shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the VILLAGE. The FIRM may be required by the VILLAGE, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article 1 of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

(1) a policy provision or an endorsement with substantially similar provisions as follows: " MSV and FDOT should be included as additional insured. The insurer shall pay all sums that becomes legally obligated to pay as damages because of 'bodily injury", 'property damage', or "personal and advertising injury" and it will provide to the Village all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

(2) a policy provision or an endorsement with substantially similar provisions as follows: "This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the Village by certified mail, with proof of delivery to the Village."

E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of $1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Subcontractors/subconsultants or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the Village at the Village's sole, absolute and unfettered discretion.

Indemnification Requirement

A. The FIRM accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the VILLAGE's property due to the negligence or other fault of the FIRM or anyone acting through or on behalf of the FIRM.

B. To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless , the State of Florida, Department of Transportation , and its officers and employees from liabilities, damages, losses and costs, including, but not limited to , reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and person employed or utilized bey the contactor in the performance of this Contract ."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and sovereign community.

C. The FIRM shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the VILLAGE and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the FIRM, its Sub-contractor/subconsultants or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the FIRM's obligations under this AGREEMENT.

D. The FIRM agrees and recognizes that neither the VILLAGE nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the FIRM, its contractor/subcontractor/subconsultant or any of their agents, representatives, employees, or assigns, or anyone

acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the VILLAGE's property. In reviewing, approving or rejecting any submissions or acts of the FIRM, VILLAGE in no way assumes or shares responsibility or liability for the acts or omissions of the FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. The FIRM has the duty to provide a defense with an attorney or law firm approved by , which approval will not be unreasonably withheld.

F. However, as to professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the CEI Consultant concerning indemnification. Thus, the CEI Consultant's obligations as to the Village and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CEI Consultant and other persons employed or utilized by the design professional in the performance of the contract.

END OF SECTION

1. **Miscellaneous Provisions:**

Miami Shores Village in the section is referred to as the recipient.

a) Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

b) The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
The Recipient shall:

- utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

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

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

EXHIBIT 4
EVALUATION AND SELECTION CRITERIA
CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

Scoring and Ranking

Phase I - Competitive Selection Ranking:

The evaluation and award of the submitted Qualifications shall be consistent with Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). Proposals will be evaluated by an Evaluation Selection Committee which will evaluate and rank proposals on the technical criteria listed below. The Evaluation Selection Committee will be comprised of a minimum of three (3) appropriate Village personnel or as may be deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a **maximum total of one hundred (100) points per Evaluation Selection Committee member.**

The **Technical Criteria** used for determining qualifications for ranking include:

1. Qualifications, competency and technical expertise of the firm and personnel to perform the services in accordance with the Scope of Services:

   Maximum Points: 40

2. Qualifications of the Consultant's Project Manager and Project Team**:**

   Maximum Points: 30

3. Related Projects/Past Experience:

   Maximum Points: 20

4. Overall quality and completeness of the submittal:

   Maximum Points: 10

Submittals will be evaluated by a Selection Committee. A ranking of all respondents or short-listed respondents will be determined by the Selection Committee. The Selection Committee may schedule interviews and/or presentations with the "short-list" respondents or, any respondents.

Oral Presentations

Upon completion of the criteria evaluation indicated above, including rating and ranking, the Evaluation Selection Committee may choose to conduct an oral presentation and/or interviews with the Respondent (s) which the Evaluation Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters; based on the preliminary rating and rankings, and/or maintaining competition.

Upon completion of the oral presentation(s) and/or interviews, the Evaluation Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals

remaining in consideration based upon the written documents, combined with the oral presentation.

Tiebreaker Procedure:

If two (2) or more ranked consultants are tied, and it is necessary to break the tie, the tie shall be broken and the higher ranked vendor or vendors shall be selected by the following criteria presented in order of importance and consideration:

1. Preference to the vendor receiving the highest points given for the highest weighted evaluation criteria.

Phase II – Competitive Negotiations:

A final ranking of all firms or short-listed firms will be submitted to the Village Manager for review and approval. In order to fulfill the Village's needs and in accordance with ***Exhibit I "Scope of Services, Attachments A, B & C,"*** the Village intends to retain a single Consultant the project. The Consultant must also provide for a Project Manager and Resident Compliance Specialist. The Village Manager shall commence negotiations with the first ranked firm. If those negotiations are unsuccessful, negotiations will be opened with the next ranked firm, etc. Negotiations shall continue until the Village Manager has successfully completed negotiations with a Consultant and shall execute a contract with the Village. The firms submitting proposals shall not be in competition with each other except for their qualifications.

The Village reserves the right to reject all Respondents, to request clarification of information submitted or to request additional information from any Respondent, and to waive any irregularities in any submittal.

END OF SECTION

EXHIBIT 5
MIAMI SHORES VILLAGE
PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

THIS PROFESSIONAL ENGINEERING SERVICES AGREEMENT

is entered into this _ __ day of _____20__, between MSV **,** a Florida municipal corporation with a principal address of 10050 NE 2nd Avenue, Miami Shores, Florida ("Village"), and *[Consultant Name],* a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at *[Address]* ("Consultant"). The Village and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on *[Date],* ("Village") advertised ***Request for Qualifications #*** _____**)** ("RFQ"), for the purpose of retaining an experienced, licensed and insured professional engineering firm to provide Construction, Engineering and Inspection services.

WHEREAS, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statues; and

WHEREAS, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Engineering and Consulting Services, and was subsequently selected by Village administration as having those qualifications and references most advantageous to the Village; and

WHEREAS, on _____**,** 20___, the Mayor and Village Council passed and adopted Resolution No. _____, approving the selection of Consultant for the provision of Services; and

WHEREAS, the Village needs CEI services associated with the _____ Project (collectively referred hereto as "Services"); and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The Village's ***Request for Qualifications No. _____, CEI Services for _____ Project,*** attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Resolution No. _____ passed and adopted by the Mayor and Village Council on _____ 2019, approving the selection of Consultant authorizing the execution of this Agreement for the provision of Services attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Consultant under this Agreement or that are referred to as Contract Documents in the RFQ.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following is a list in order of precedence with document (2.2.1) having the highest precedence:

2.2.1 Specific written direction from the Village Manager or Village Manager's designee.
2.2.2 This Agreement.
2.2.3 The RFQ.
2.2.4 The Proposal.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

2.4 Definitions.
"Village Manager" includes the manager's designee

ARTICLE 3 — TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of 180 days, from the Village Manager's issuance of a Notice-to-Proceed, unless terminated earlier by the Village Manager. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the Village Manager. In any event, and notwithstanding any other provision to the contrary in this Agreement, or any attachments thereto, this Agreement shall not exceed a total term of **Five (5) Consecutive Years**, including any extensions thereto.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the Village Manager in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the Village Manager, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the Village Manager may request that the Consultant, within a reasonable time frame set forth in the Village Manager's request, provide adequate assurances to the Village Manager in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the Village Manager the requested assurances within the prescribed time frame, the Village Manager may treat such failure as a repudiation or material breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the Village Manager at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid the amount of _____ Dollars ($ _____) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the Village under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the Village that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the Village, including payment of permit fees, local business taxes, or in the performance of any obligations to the Village; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all sub-consultants used by Consultant shall be paid by Consultant and not paid directly by the Village; and (ii) any and all liabilities regarding payment to or use of sub-consultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a sub-consultant will be pursuant to an appropriate agreement between Consultant and sub-consultant which specifically binds the sub-consultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of Village Manager and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the Village.

ARTICLE 6 - VILLAGE'S TERMINATION RIGHTS

6.1 The Village Manager shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the Village shall pay Consultant compensation for Services rendered prior to the effective date of termination. The Village shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the Village and shall not attain any rights or benefits under the civil service or pension ordinances of the Village, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the Village.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the Village Manager may declare the Consultant in default by written notification. The Village Manager shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the Village Manager. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the Village within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors or omissions, and shall promptly correct or replace all such deficient design work without cost to Village. The Consultant shall also be responsible for all damages resulting from such errors or omissions. Payment in full by the Village for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless MSV, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and person employed or utilized by the contactor in the performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this

paragraph is intended to nor shall it constitute a waiver of the State of Florida and sovereign community.

10.2 Nothing contained in this Agreement is in any way intended to be a waiver of the limitation placed upon the Village's liability as set forth in Chapter 768, Florida Statutes. Additionally, the Village does not waive sovereign immunity, and no claim or award against the Village shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of Insurance evidencing the required coverage and specifically providing that the Village and FDOT are an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the Village Manager. Consultant shall not permit any sub-consultant to begin work until after similar minimum insurance to cover sub-consultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate or lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of such event, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of A VII or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Consultant under this Agreement shall be delivered to the Village Manager or his designee by the Consultant upon completion of the Services and shall become property of the Village, without restriction or limitation of its use. The Consultant agrees that all documents generated for the purpose of performing under this Agreement shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: Consultant and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the Village and the Consultant, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Consultant does not transfer the records to the public agency; and (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the Contract, Consultant shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, YSABELY RODRIGUEZ, VILLAGE CLERK AT (305) 795-2207 10050 NE 2nd AVE, Miami Shores Florida 33138

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever that is given by the Village to the Consultant pursuant to this Agreement shall at all times remain the property of the Village and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the Village Manager.

12.4 In the event the Agreement is terminated, Consultant agrees to provide the Village all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be delivered or sent, with the copies indicated, by personal delivery if proof of delivery is obtained, electronic means such as facsimile transmission or e-mail or overnight delivery service. Any notice, demand, offer or other written instrument required or permitted to be given, made or sent (hereinafter referred to as "Notice") shall be in writing, signed by the party giving or making it and shall be sent by facsimile transmission, e-mail, certified mail with proof of delivery, Federal Express or a reputable national courier of service, and any other means that provides for proof of delivery. The Notice shall be sent to the facsimile number, e-mail address, street address or post office box as set forth herein below (or at such other address as a party may specify by notice given pursuant to this Section) and hereinafter referred to as a "Party's Address" for the purposes of this paragraph. Refusal to accept delivery or failure to pick-up a Notice within ten (10) after the first notification by the delivery service is sent ("First Notification"), shall be construed as receipt of same. Any Notice given or sent to the estate of any deceased person shall be signed and sent in a like manner, addressed to the personal representative of the deceased person at the personal representative's address, or, if there is no personal representative of the estate, then it shall be sent to the last address of the decedent Party given in accordance with this paragraph of the Agreement. The parties shall have the right to change the place to which the Notice shall be sent by giving Notice as required for all other Notices and sent to all of the parties to this Agreement. The date of delivery of the Notice by certified or registered mail will be only as reflected in a return receipt card; the date of sending an email will be as evidenced by a copy of the e-mail, but only if it shows the date the e-mail was sent; the date of sending a facsimile transmission will only be as the date appears on the same page as the Notice and the receiving parties facsimile phone number; the date of postal serviced notice of refusal to accept delivery; one (1) business day following receipt showing delivery by overnight mail or by courier service; the date of postal service notice that mail is being returned undeliverable, or the date following ten(10) days from the date of postal service's First Notification to the recipient, if the mail is unclaimed, will be deemed to be the date of the offer, demand, notice or other writing for the purpose of this Agreement and it will be effective from that date. No notice will be deemed adequate unless the party giving notice has produced written proof of delivery. No notice will be required to be sent to a physical or electronic address (including but not limited to an e-mail address or a phone number) that has changed, been discontinued, is out of

service, no longer deliverable at that address or if mail has been returned due the delivery service having failed to find the recipient at the address given. However, if multiple or alternative addresses have been given, notice must be sent to the other valid address, if it exists.

For Consultant: [Consultant Name]
c/o _____
[Street Address]
[City, State, Zip Code]
Email: _____

For the Village:
Attn: Village Manager
10050 NE 2nd Avenue
Miami Shores, Florida 33138
Email: _____

With copy to:
Attn: Village Attorney
10050 NE 2nd Avenue
Miami Shores, Florida 33138
Email: _____

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Consultant represents and warrants to the Village that it has not employed or retained any person or company employed by the Village to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Village in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the Village. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed by the Consultant.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Non-Waiver: Village and Consultant agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party will operate as a waiver of any right, power, or privilege under this Agreement. No waiver of this Agreement, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this Agreement. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach. The failure to enforce this Agreement as to any particular breach or default may not act as a waiver of any subsequent breach or default. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, and any such right and power may be exercised from time to time as often as may be deemed expedient.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties and approved by resolution of the Village Council.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The Village reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the Village Manager.

15.9 MSV is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the Village from engaging other firms to perform Services.

15.11This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors, and assigns.

15.12 The Consultant agrees that it shall not discriminate as to race, color, national origin, sex, age, religions, disability and family status in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect and they shall be a part of this agreement as if set forth in full herein.

15.14 In the event of any dispute arising under or related to this Agreement, the Parties shall pay their own attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

15.16 ***The Village is required at the completion of the project to perform a" performance evaluation of the consultant and conditions thereof."***

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

[Consultant Name]:
"Consultant"

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Ysabely Rodriguez
Village Clerk

A Florida municipal corporation: "Village"

By: _____
Tom Benton
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Village Attorney

END OF SECTION

EXHIBIT 6

MIAMI SHORES VILLAGE BID PROTEST PROCEDURES
RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS
(FORMAL PROCEDURE)

CONSTRUCTION & ENGINEERING INSPECTION FOR THE MULTIMODAL PEDESTRIAN IMPROVEMENTS PROJECT
RFQ #PW2020-0402

The following procedures shall be used for resolution of protested solicitations and awards. The word "bid", as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

(a) Notice of Intent to Protest. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the Village Clerk's office within three calendar days prior to the date set for opening of bids. A notice of intent to file a protest is considered filed when received by the Village Clerk's office by e-mail or, if hand delivered, when stamped with the Village Clerk's receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the Village Clerk's office within three calendar days after the Village Council meeting at which the recommendation is considered for action. A notice of intent to file a protest is considered filed when received by the Village Clerk's office by e-mail or, if hand delivered, when stamped with the Village Clerk's receipt stamp containing the date and time of receipt.

(b) Protest of solicitation. A protest of the solicitation or award must be in writing ("Protest Letter") and submitted to the Village Clerk's office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of $1,000 are both timely received by the Village Clerk's office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk's office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk's office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of $1,000 is received by the Village Clerk's office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk's office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.

(c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.

(d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the Village's determination of what is in the Village's best interest which is one of the criteria for selecting a bidder whose offer may not be the lowest bid price.

(e) Authority to resolve protests. The Public Works Director, after consultation with the Village Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest Letter. Said recommendation shall be sent to the Village Manager with a copy sent to the protesting party. The Village Manager may then, submit a recommendation to the Village Council for approval or disapproval of the protest, resolve the protest without submission to the Village Council, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the Village shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the Village Manager or the Village Council as provided in subsection (e) above, unless the Village Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the Village or to prevent youth athletic teams from effectively missing a playing season.

END OF DOCUMENT

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known***:** _____	**9. Award Amount,** *if known***:** $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Vendor Eligibility Check Prior to Contract Award

Project Description(s):_____

Financial Project Number(s):_____

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

Vendor Eligibility Check Prior to Contract Award

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

_____
Printed Name

_____
Signature

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-62
PROCUREMENT
04/07

BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS / EMPLOYEES

TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Printed Names	Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS
Additional Page

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

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CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

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Printed Names	Signatures	Date

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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

MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

FINANCIAL PROJECT ID 438665-1-58-01
MIAMI-DADE COUNTY (87000)

N.E. 2ND AVENUE - SIDEWALK WIDENING
N.E. 103RD STREET TO N.E. 111TH STREET

COMMISSION

CRYSTAL WAGAR, MAYOR
ALICE BURCH, VICE MAYOR
SEAN BRADY, COUNCILMAN
JONATHAN MELTZ, COUNCILMAN
STEPHEN LOFFREDO, COUNCILMAN
TOM BENTON, VILLAGE MANAGER

INDEX OF ROADWAY PLANS

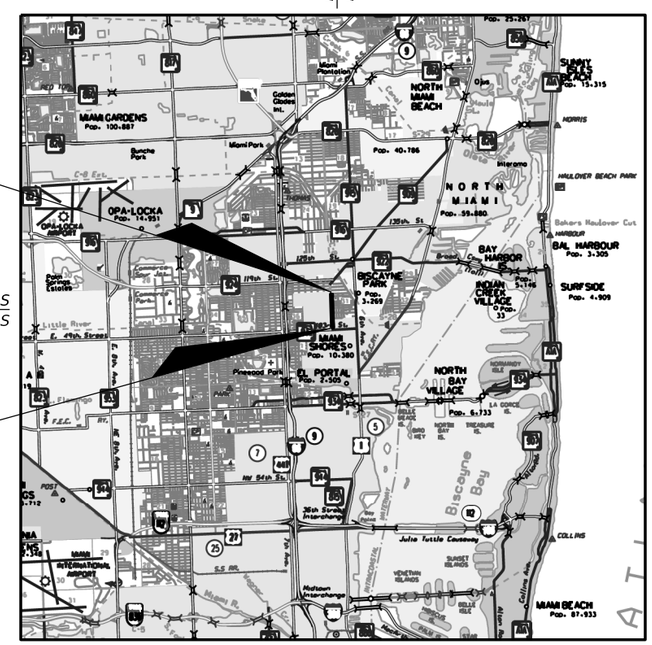
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES AND LEGEND
4	TYPICAL SECTION AND CONSTRUCTION DETAILS
5-7	SIDEWALK PLAN
8-10	SIDEWALK GRADING PLAN
11-13	SIGNING PLAN
14-15	STORMWATER POLLUTION PREVENTION NOTES
16	STORMWATER POLLUTION PREVENTION DETAILS
17	TRAFFIC CONTROL GENERAL NOTES
SUR-1 - SUR-2	MAP OF TOPOGRAPHIC SURVEY

END PROJECT
STA. 136+80.86

BEGIN PROJECT
STA. 112+74.87

R-41-W
R-42-W

T-52-S
T-53-S



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: IR___-___-__

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2020 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

FRANCISCO J. ALONSO
LICENSE
No 66918
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ROADWAY PLANS ENGINEER OF RECORD:

FRANCISCO J. ALONSO, P.E.
P.E. LICENSE NUMBER 66918
T.Y. LIN INTERNATIONAL
201 ALHAMBRA CIRCLE, SUITE 900
CORAL GABLES, FL. 33134
CERTIFICATE OF AUTHORIZATION 00002017

CKruger 3/25/2020 12:46:05 PM Default U:\Public\MiamiShoresVillage\Roadway\KEYSRD01.dgn

FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT SUMMARY OF PAY ITEMS

FOR PROJECT: 438665-1-58-01

LEAD PROJECT: 438665-1-58-01 DISTRICT: 06 COUNTY/SECTION: 87000

PROJECTS: 438665-1-58-01 COUNTY: MIAMI-DADE

SUMMARY OF ROADWAY

SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
		0101-1	Mobilization	LS	1
		0102-1	Maintenance of Traffic	LS	1
		0104-18	Inlet Protection System	EA	8
		0110-1-1	Clearing and Grubbing	LS	1
		0110-21	Tree Protection Barrier (includes tree well and root barrier)	LF	608
		0110-4-10	Removal of Existing Concrete	SY	1,220
		0160-4	Type B Stabilization	SY	2,440
		0285-701	Optional Base Group 1 (8" Limerock LBR 100, for Sidewalk)	SY	2,440
		0285-706	Optional Base Group 6 (8" Limerock LBR 100, for Pavement Widening)	SY	59
		0337-7-80	Asph Conc Friction Course Traffic B (FC-9.5) (1" FC) (For Pavement Widening)	TN	3
		0400-0-11	Concrete Class NS, Gravity Wall	CY	13
		0425-6	Valve Adjust	EA	5
		0425-6A	Pull Box Adjust	EA	11
		0515-062	Pedestrian /Bicycle Railing (Aluminum)	LF	40
		0520-1-10	Concrete Curb & Gutter, Type F	LF	296
		0522-1	Sidewalk Concrete, 4" Thick (includes tooling, expansion joints, integral color, curb ramps)	SY	2,421
		0522-2	Sidewalk Concrete, 6" Thick (includes tooling, expansion joints, integral color)	SY	80
		0527-1	Detectable Warning	SY	262
			Trench Drain	LF	16.5
		0570-1-2	Performance turf, sod (St. Augustine) (Contingency)	SY	1,250
		0700-1-50	Single Post Sign, Relocate	AS	1
		0700-2-50	Multi Post Sign, Relocate	AS	1
		0711-11123	12" Solid Traffic Stripe (White)	LF	170
			Permitting Allowance	LS	1
			Contingency (Do Not Bid) (10%)	LS	1

REVISIONS		
DATE	BY	DESCRIPTION

FRANCISCO J. ALONSO, P.E.
P.E. LICENSE NUMBER 66918
T.Y. LIN INTERNATIONAL
201 ALHAMBRA CIRCLE, SUITE 900
CORAL GABLES, FL. 33134
CERTIFICATE OF AUTHORIZATION 00002017

MIAMI SHORES VILLAGE
10050 N.E. 2ND AVENUE
MIAMI SHORES, FL 33138

MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 2

GENERAL NOTES:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD29). ALL PUBLIC LAND CORNERS AND PRIMARY NETWORK CONTROL SURVEY MONUMENTS ARE TO BE PROTECTED. CORNERS AND MONUMENTS WITHIN THE WORK ZONE AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR PRIOR TO THE BEGINNING OF WORK. UPON PROJECT COMPLETION, RESTORE ALL SUCH CORNERS AND MONUMENTS AND FURNISH TO THE VILLAGE A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING. INCLUDE ALL COST OF REFERENCING, RESTORING AND PRESERVING CORNERS AND MONUMENTS IN THE BID PRICE FOR MOBILIZATION.

2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
   ABRAHAM HADAD, P.S.M.
   P.S.M. No. LS6006
   HADONNE CORP
   1985 NW 88TH COURT, SUITE 101, DORAL, FL 33172
   FLORIDA CERTIFICATE OF AUTHORIZATION: # LB7097

3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

4. HAND EXCAVATE AROUND AREAS WHERE EXISTING UNDERGROUND UTILITIES ARE EXPECTED OR SUSPECTED IN ORDER TO AVOID DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION, AND SHOULD BE INCIDENTAL TO THE COST OF THE PROJECT.

5. OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.

6. IT IS THE OBLIGATION OF THE BIDDER OR THE CONTRACTOR TO MAKE HIS OWN INVESTIGATION AND SATISFY HIMSELF FULLY OF SUBSURFACE CONDITIONS PRIOR TO SUBMITTING HIS BID. FAILURE TO DO SO, WILL NOT RELIEVE HIM OF HIS OBLIGATION TO COMPLETE THE WORK FULLY AND ACCEPTABLE TO THE ENGINEER AND THE OWNER FOR THE CONSIDERATION SET FORTH IN HIS BID.

7. DO NOT SCALE DIMENSIONS FROM PRINTS FOR CONSTRUCTION PURPOSES.

8. CUT EXISTING DRIVEWAYS AND SIDEWALKS CAREFULLY AND NEATLY FINISH TO MATCH EXISTING SURFACE LEVEL.

9. BASELINE OF CONSTRUCTION FOR ALL STREETS SHALL BE THE STREET CENTER LINE OR AS SHOWN ON THE PLANS.

10. ALL DISTURBED GRASS AREAS TO BE RESTORED WITH SUITABLE SOIL AND SOLID ST AUGUSTINE SOD IF NOT SPECIFIED OTHERWISE ON THE PLANS.

11. IT IS THE INTENT OF THESE PLANS TO BE IN COMPLIANCE WITH APPLICABLE CODES OF AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

12. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT (FEATHERED) LINE AND FLUSH WITH EXISTING PAVEMENT.

13. USE MIAMI DADE COUNTY DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (MDC - DTPW) STANDARDS AND THE FDOT STANDARD PLANS - FY 2020-21 UNLESS OTHERWISE SPECIFIED.

14. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, UTILITIES AND UTILITY MARKERS, WHICH MAY NOT BE SHOWN ON PLANS. ANY EXISTING STRUCTURES, PAVEMENT, TREES, UTILITIES, UTILITY MARKERS OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

15. CONTRACTOR SHALL RESET OR REPLACE EXISTING METER BOXES AND PULL BOXES AS REQUIRED FOR SIDEWALK RECONSTRUCTION AND FOR ADA COMPLIANCE. INSTALLATIONS OF NEW PULL BOXES SHALL BE PERFORMED BY QUALIFIED ELECTRICAL CONTRACTOR. WHEN REPLACING AN EXISTING PULL BOX, THE CONTRACTOR SHALL ADJUST CONDUITS AND CABLES TO FIT THE NEW PULL BOX ELEVATION. COST OF ADJUSTMENTS AND NEW PULL BOXES/METER BOXES IS INCIDENTAL TO TOTAL PROJECT COST.

16. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT NOT DEPICTED ON THE CURRENT PLAN SUBMITTAL WILL BE ALLOWED WITHIN OR IMMEDIATELY ADJACENT TO THE NATIONAL REGISTERLISTED BARRY UNIVERSITY HISTORIC DISTRICT NORTH OF STA. 137+00.00.

17. ALL IMPROVEMENTS ARE TO BE CONSTRUCTED AND/OR INSTALLED WITHIN THE EXISTING STATE AND/OR LOCAL RIGHT-OF-WAY

18. ALL EXISTING TREES WITHIN PROJECT LIMITS WILL REMAIN. ALL EXSITING TREES AND PALMS SHALL BE PROTECTED PER FDOT INDEX 110-100. LIST OF EXSITING TREES IS SHOWN ON THE SURVEY.

19. REMOVE EXISTING BOLLARDS LOCATED AT APPROXIMATELY STATIONS 120+60 AND 129+80 THAT INTERFERE WITH PROPOSED SIDEWALK. COST OF REMOVAL SHALL BE PAID UNDER CLEARING AND GRUBBING PAY ITEM 0110-1-1.

PAY ITEM NOTES

1. ALL DEMOLITION, WITH THE EXCEPTION OF REMOVAL OF EXISTING PAVEMENTS, SHALL BE PAID UNDER CLEARING AND GRUBBING.

ENVIRONMENTAL NOTES

1. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.

2. REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE ENGINEER (FRANCISCO ALONSO 305-567-1888) AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.

3. CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRIPLINE OF TREES.

4. A NATIONAL POLLUTANT AND DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IS REQUIRED. STORMWATER, EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE VILLAGE'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT. A NPDES PERMIT FROM THE FDEP WILL ALSO BE REQUIRED.

5. UNIDENTIFIED AREAS OF CONTAMINATION

WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE LAP VILLAGE OF MIAMI SHORES ENGINEER. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER, ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISIONS NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

THE LAP VILLAGE OF MIAMI SHORES ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

ALL THE WORK PERFORMED BY THE CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED SOILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLANS. IN ADDITION, THE CONTRACTOR SHALL BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

THE LAP VILLAGE OF MIAMI SHORES WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT VI CONTAMINATION IMPACT COORDINATOR (DCIC) AT (305) 470-5228 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES, AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AND SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE LAP VILLAGE OF MIAMI SHORES AND THE FDOT DCIC

PAVING, GRADING AND DRAINAGE NOTES:

1. ALL WORK TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF AND ACCEPTABLE TO VILLAGE OF MIAMI SHORES. PUBLIC WORKS DEPARTMENT, FDOT DISTRICT 6 AND MIAMI-DADE COUNTY'S DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (MDC - DTPW).

2. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL. CONTRACTOR SHALL ALSO PROVIDE "AS BUILT" GRADES CERTIFIED BY A REGISTERED LAND SURVEYOR AS REQUIRED BY THE VILLAGE OF MIAMI SHORES.

3. PAVEMENT RESTORATION AND DRIVEWAY CONSTRUCTION SHALL BY CONSTRUCTED IN ACCORDANCE WITH THE VILLAGE OF MIAMI SHORES.

4. BID PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE ENGINEER.

5. THE CONTRACTOR SHALL USE SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO WORK. COST TO BE INCLUDED IN PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.

6. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. THIS SHALL BE DONE DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. ALL EXISTING LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

7. EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.

8. CONTRACTOR SHALL INCLUDE IN THE BID PRICE FOR REMOVAL OF EXISTING CONCRETE PAVEMENT/REMOVAL OF EXISTING CONCRETE THE FOLLOWING ITEMS: STREET NAMES, CONCRETE DRIVEWAY PADS, ASPHALTIC DRIVEWAY PADS, SIDEWALK FLAGS TO BE REPLACED AND CURB RAMPS.

ADA COMPLIANCE NOTES:

1. SIDEWALK WITHIN LIMITS OF THE PROJECT MUST BE ACCESSIBLE AND ADA COMPLIANT.
2. ALL SIDEWALK WORK MUST COMPLY WITH ADA TITLE II.
3. THE MAXIMUM CROSS-SLOPE FOR NEW SIDEWALK AND PEDESTRIAN ACCESS ROUTE (PAR) IS 2%.
4. DO NOT "MEET AND MATCH EXISTING SIDEWALK", UNLESS THE EXISTING IS ADA COMPLIANT.
5. PROPOSED SIDEWALKS NEED TO BE IN COMPLIANCE WITH ADA AND MDC PUBLIC WORKS MANUAL, AND AS PER CITY STANDARD SPECIFICATIONS.
6. MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAR) IS 48"WIDE.
7. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7'-0"IN HEIGHT.
8. ALL LIDS SURFACES OF PULL BOXES, MANHOLES, ETC. IN THE SIDEWALKS ON THE SIDEWALK MUST BE FLUSH AND ADA COMPLIANT.
9. DAMAGED CURB AND GUTTER TO BE REPLACED FROM JOINT TO JOINT.
10. ALL CURB RAMPS AFFECTED BY THE JOB NEED TO BE REPLACED AS PER FDOT STANDARD PLANS FOR ROAD CONSTRUCTION INDEX NO. 522-002.
11. DETECTABLE WARNING SURFACE (DWS) TO BE SELECTED FROM MDC ARTICLE 527 LIST.

UTILITY NOTES

1. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

2. PRE-EXCAVATING IN THE ALIGNMENT AND GRADE OF PROPOSED IMPROVEMENTS SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND MIAMI SHORES VILLAGE PROJECT MANAGER A SEVEN DAYS ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTIFICATION SHALL PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE AND POSSIBLE CONFLICTS. PAYMENT FOR PRE-EXCAVATING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE.

3. CONTRACTOR TO EXERCISE EXTREME CAUTION DURING EXCAVATION AND INSTALLATION OF PROPOSED IMPROVEMENTS. ADJUSTMENT TO GUY WIRES, EXIST. VALVE BOXES AND MANHOLES TOPS TO FINISHED GRADE SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE. CONTRACTOR TO COORDINATE ALL ADJUSTMENTS WITH THE APPROPRIATE UTILITY OWNERS.

4. ALL IMPROVEMENTS THAT MUST CROSS, OR RUN PARALLEL, TO AN EXISTING MD-WASD UTILITY SHOULD BE INSTALLED WITH A MINIMUM HORIZONTAL SEPARATION OF 3 FT. (OUTER FACE TO OUTER FACE) FROM ANY MD-WASD UTILITY AND SHALL MEET ALL APPLICABLE REQUIREMENTS SET FORTH IN F.A.C. RULE 62-555.314.

5. UTILTIY OWNERS TO REMOVE ALL MARKERS THAT OBSTRUCT PEDESTRIAN TRAFFIC WITHIN NEW SIDEWALK LIMITS.

UTILITY COMPANY CONTACT LIST:

AT&T DISTYRIBUTION	DINO FARRUGGIO	561-997-0240
COMCAST CABLE	LEONARD MAXWELL-NEWBOLD	754-221-1254
MIAMI-DADE COUNTY PUBLIC WORKS	OCTAVIO VIDAL	305-412-0891 EXT.201
FDOT 6	THOMAS MILLER	305-491-4391
FLORIDA POWER AND LIGHT-DADE	EDGAR AGUILAR	386-586-6403
MIAMI-DADE WATER AND SEWER	LAZARO GUERRA	786-268-5273
TECO PEOPLE GAS SOUTH FLORIDA	JOAN DOMNING	813-275-3783
FDOT LIGHTING	IGOR DUBROVSKIY	305-640-7431

PROJECT CONTACT LIST:

MIAMI-DADE DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW),
OFFICE OF SAFETY & SECURITY: (305) 375-4240
MIAMI-DADE DTPW BUS TRAFFIC CONTROL CENTER: (305) 375-2925

NOTE:
CONTACT FDOT DISTRICT MAINTENANCE OFFICE AT 305-470-5363 TO SCHEDULE INSPECTIONS WITHIN FDOT ROW

SYMBOL LEGEND

Tree
Palm Tree
Single Support Sign
Manhole Drainage
Curb Inlet
Meter Water
Fire Hydrant
Valve Water
Manhole Unmarked
Wood Pole
Wiring Pull Box
Catch Basin
Manhole Sewer
Guard Post
Column
Guy Wire
Double Support Sign
Light Pole
Concrete Light Pole
Valve Unknown
Monitoring Well
Valve Gas
Manhole Telephone
Irrigation Valve

ABBREVIATION

CBS	Concrete Block Stucco
Typ.	Typical
Transf.	Transformer
Conc.	Concrete
El.	Elevation
Sta.	Station
Conc.	Concrete
T.B.M.	Temporary Bench Mark
Fnd.	Found

LINE LEGEND:

OT OT Overhead Line
Chain link Fence
Metal Fence

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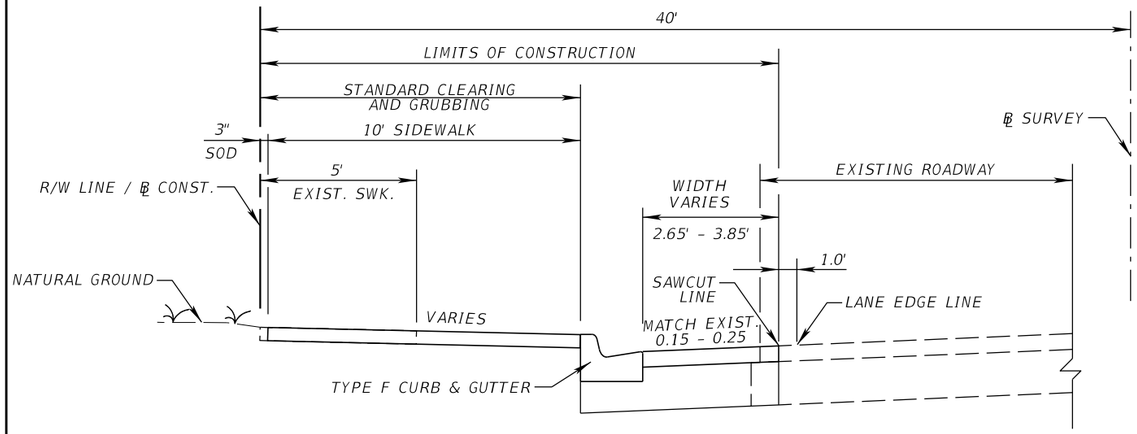
MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

GENERAL NOTES AND LEGEND

SHEET NO. 3



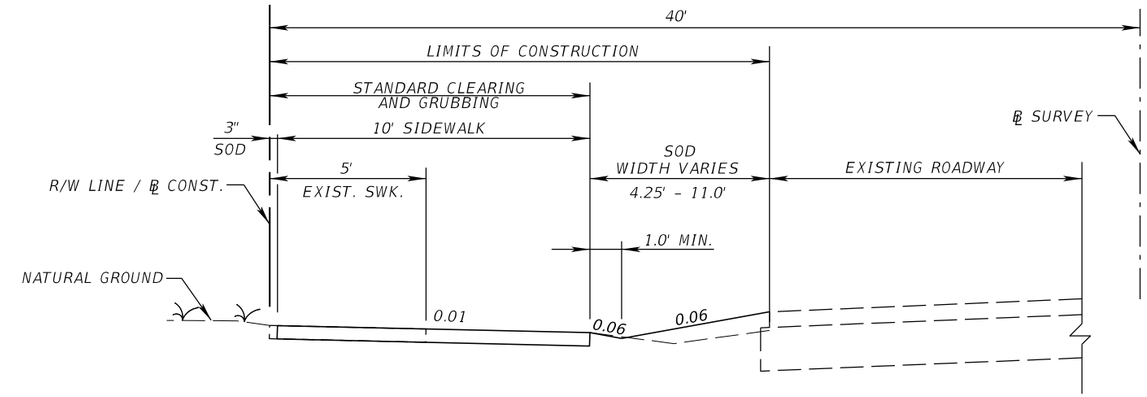
SIDEWALK

OPTIONAL BASE GROUP 1 WITH 4" THICK CONCRETE

PAVEMENT WIDENING

MATCH EXISTING PAVEMENT STRUCTURE

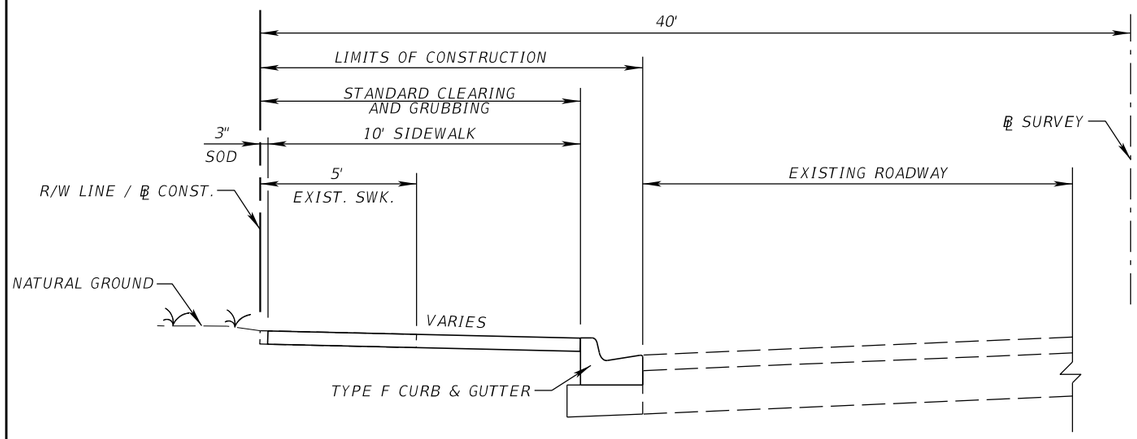
TYPICAL SECTION
SIDEWALK\PAVEMENT WIDENING
N.E. 2ND AVENUE
STA. 115+90.02 TO STA. 117+52.00



SIDEWALK

OPTIONAL BASE GROUP 1 WITH 4" THICK CONCRETE

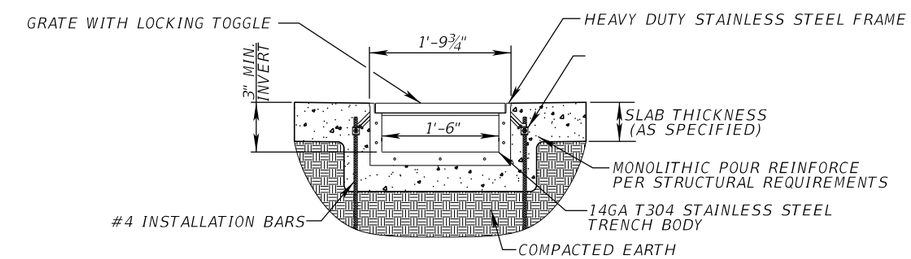
TYPICAL SECTION
SIDEWALK WIDENING
N.E. 2ND AVENUE
STA. 117+52.00 TO STA. 136+80.86



SIDEWALK

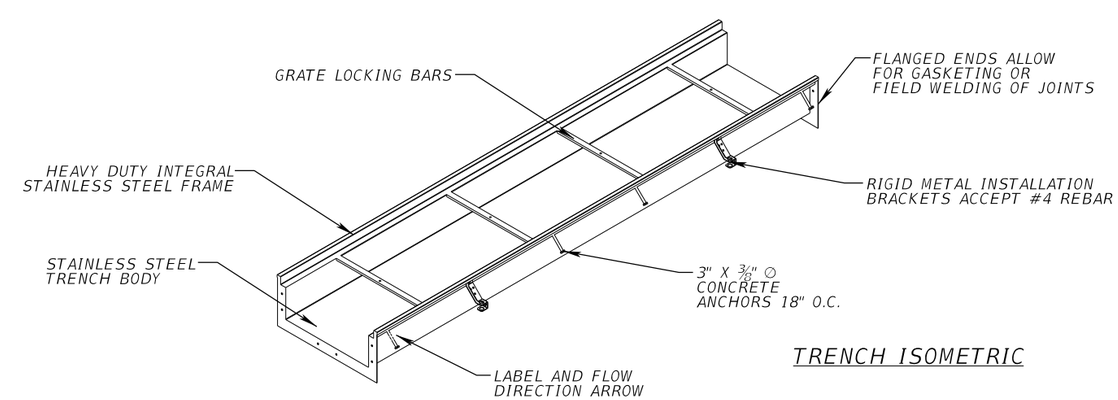
OPTIONAL BASE GROUP 1 WITH 4" THICK CONCRETE

TYPICAL SECTION
SIDEWALK WIDENING
N.E. 2ND AVENUE
STA. 112+74.87 TO STA. 115+90.02



NOTES:
1. STANDARD SLOPE IS 1.0 UNLESS OTHERWISE SPECIFIED
2. REINFORCE ACCORDING TO STRUCTURAL REQUIREMENTS
3. TRENCH DRAIN MUST BE ⅛" BELOW FINISHED CONCRETE GRADE

TRENCH SECTION



TRENCH ISOMETRIC

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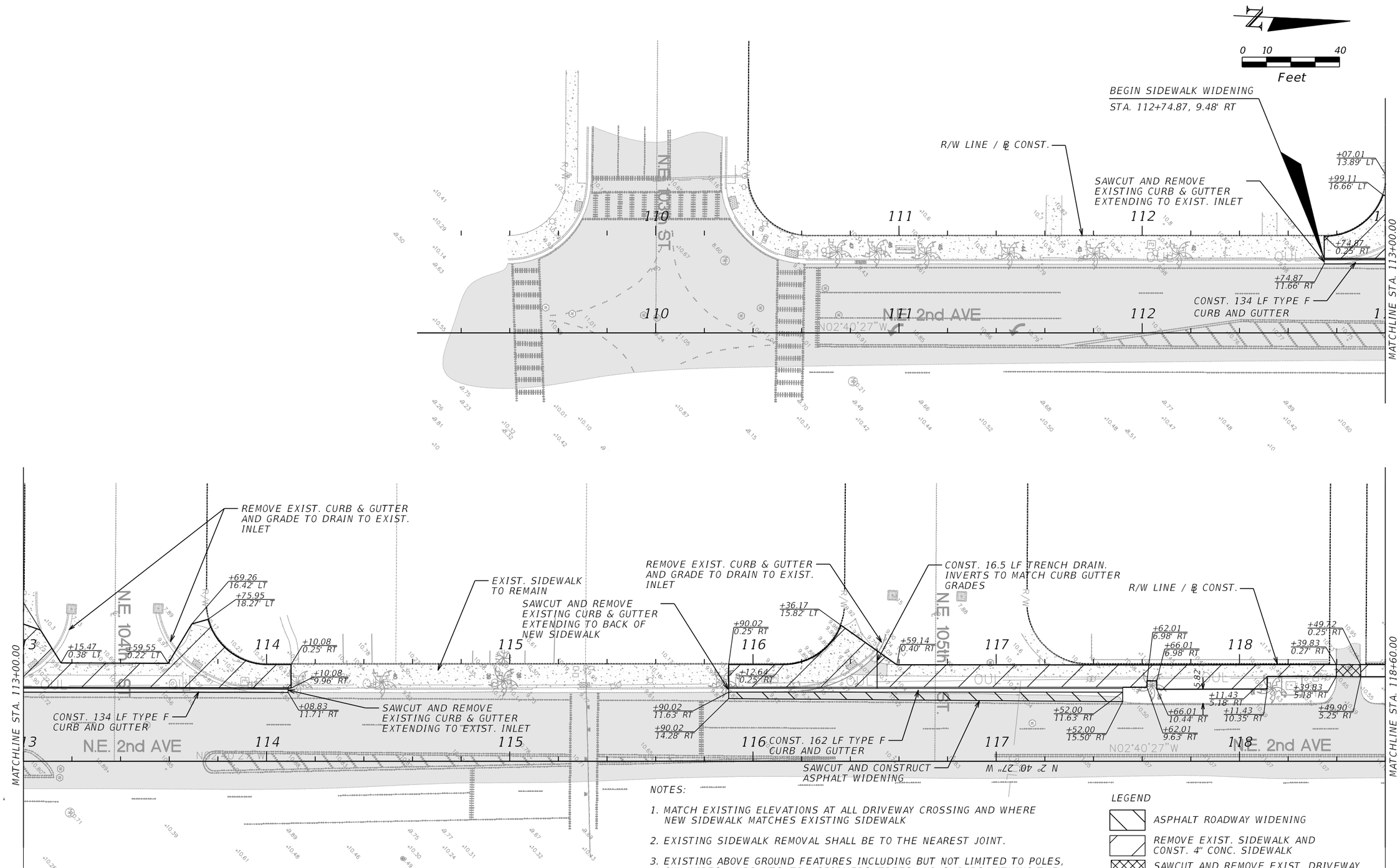
TYPICAL SECTION AND CONSTRUCTION DETAILS

SHEET NO. 4



NOTES:

1. MATCH EXISTING ELEVATIONS AT ALL DRIVEWAY CROSSING AND WHERE NEW SIDEWALK MATCHES EXISTING SIDEWALK
2. EXISTING SIDEWALK REMOVAL SHALL BE TO THE NEAREST JOINT.
3. EXISTING ABOVE GROUND FEATURES INCLUDING BUT NOT LIMITED TO POLES, GUY WIRES, HYDRANTS, TRANSFORMERS, TREES AND SHRUBS WITHING THE CONSTRUCTION LIMITS ARE TO REMAIN UNLESS OTHERWISE NOTED.
4. UTILITY COVERS IN LIMITS OF SIDEWALK TO BE ADJUSTED TO FINISHED GRADE.

LEGEND

- ASPHALT ROADWAY WIDENING
- REMOVE EXIST. SIDEWALK AND CONST. 4" CONC. SIDEWALK
- SAWCUT AND REMOVE EXIST. DRIVEWAY AND CONST. 6" CONC. SIDEWALK
- EXISTING ASPHALT PAVEMENT (TO REMAIN)

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SIDEWALK PLAN

SHEET NO. 5

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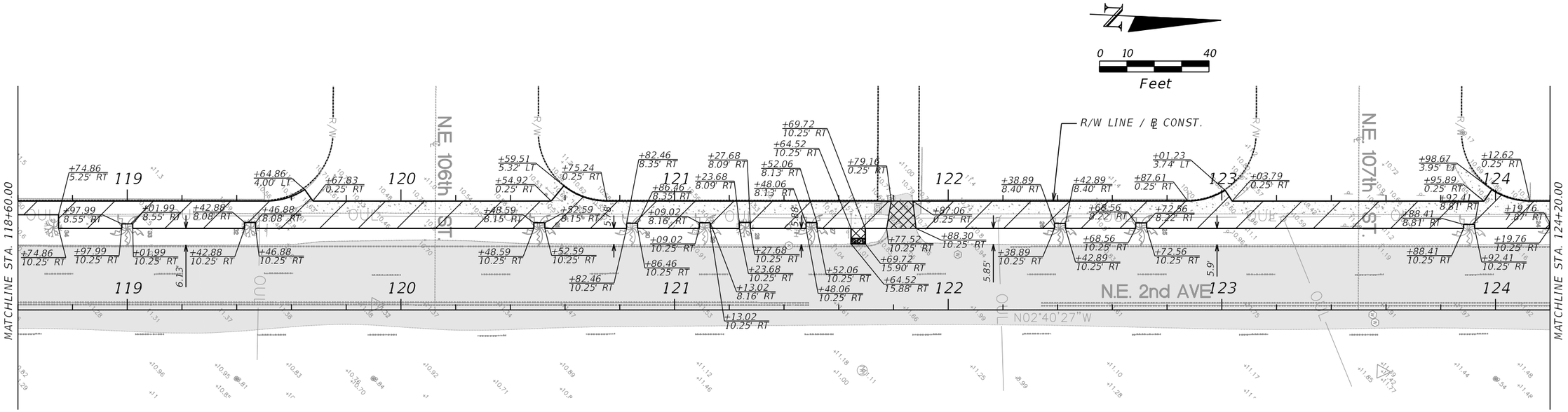

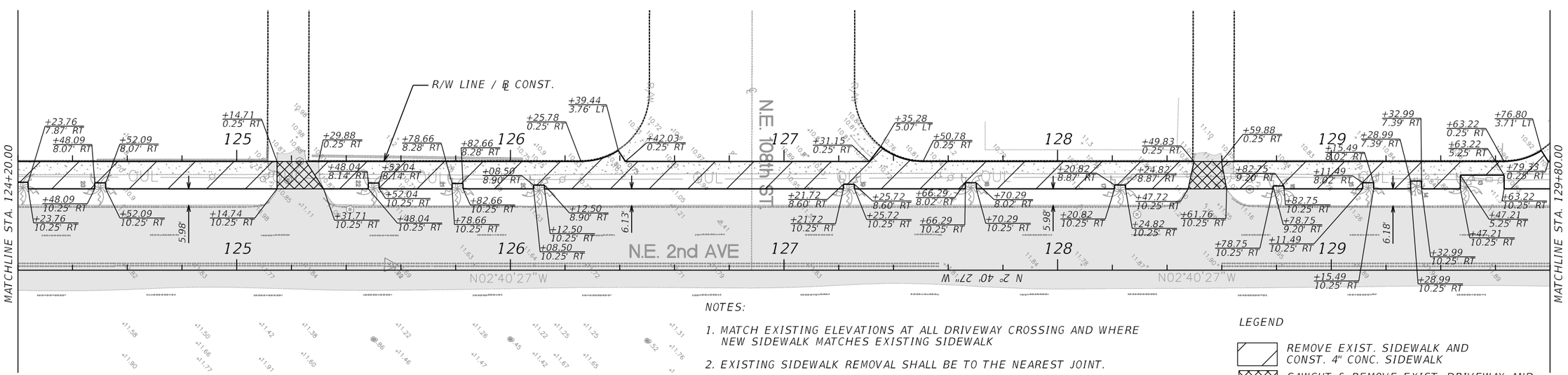

NOTES:

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4. UTILITY COVERS IN LIMITS OF SIDEWALK TO BE ADJUSTED TO FINISHED GRADE.

LEGEND

- REMOVE EXIST. SIDEWALK AND CONST. 4" CONC. SIDEWALK
- SAWCUT & REMOVE EXIST. DRIVEWAY AND CONST. 6" CONC. SIDEWALK
- PEDESTRIAN DETECTABLE WARNINGS
- EXISTING ASPHALT PAVEMENT (TO REMAIN)

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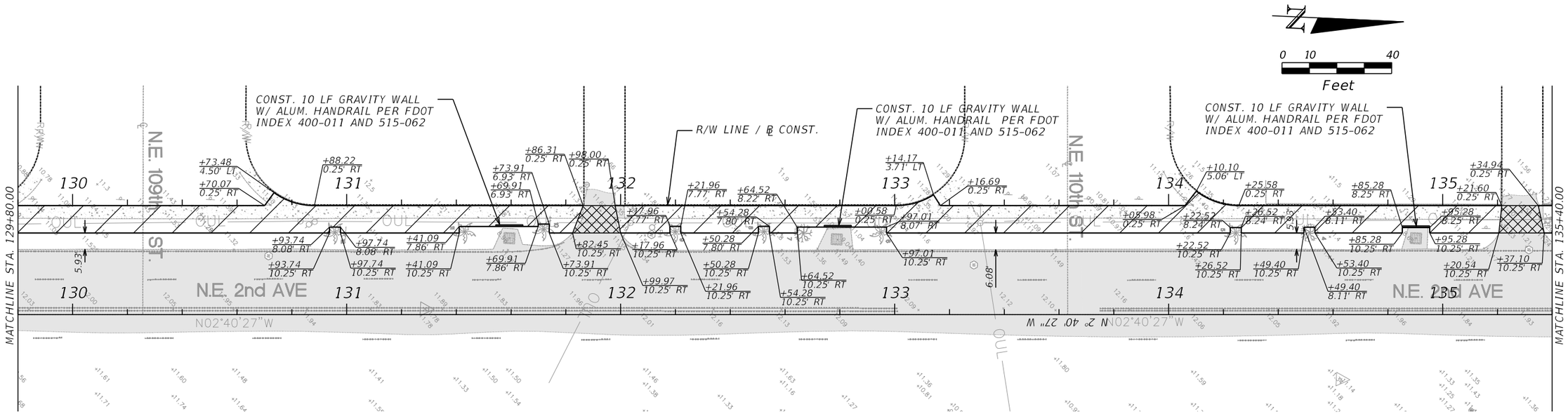
MIAMI SHORES VILLAGE
10050 N.E. 2ND AVENUE
MIAMI SHORES, FL 33138

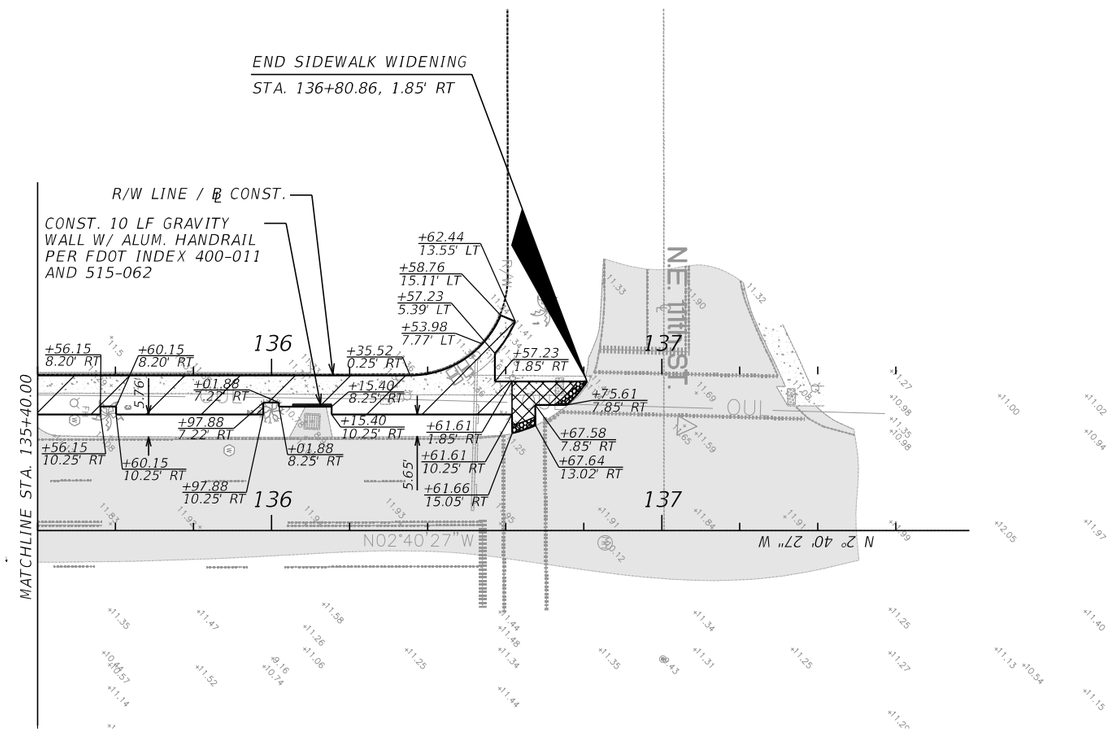
MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIDEWALK PLAN

SHEET NO. 6





NOTES:

1. MATCH EXISTING ELEVATIONS AT ALL DRIVEWAY CROSSING AND WHERE NEW SIDEWALK MATCHES EXISTING SIDEWALK
2. EXISTING SIDEWALK REMOVAL SHALL BE TO THE NEAREST JOINT.
3. EXISTING ABOVE GROUND FEATURES INCLUDING BUT NOT LIMITED TO POLES, GUY WIRES, HYDRANTS, TRANSFORMERS, TREES AND SHRUBS WITHING THE CONSTRUCTION LIMITS ARE TO REMAIN UNLESS OTHERWISE NOTED.
4. UTILITY COVERS IN LIMITS OF SIDEWALK TO BE ADJUSTED TO FINISHED GRADE.

LEGEND

- REMOVE EXIST. SIDEWALK AND CONST. 4" CONC. SIDEWALK
- SAWCUT AND REMOVE EXIST. DRIVEWAY AND CONST. 6" CONC. SIDEWALK
- PEDESTRIAN DETECTABLE WARNINGS
- EXISTING ASPHALT PAVEMENT (TO REMAIN)

REVISIONS		
DATE	BY	DESCRIPTION

FRANCISCO J. ALONSO, P.E.
P.E. LICENSE NUMBER 66918
T.Y. LIN INTERNATIONAL
201 ALHAMBRA CIRCLE, SUITE 900
CORAL GABLES, FL. 33134
CERTIFICATE OF AUTHORIZATION 00002017

MIAMI SHORES VILLAGE
10050 N.E. 2ND AVENUE
MIAMI SHORES, FL 33138

MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIDEWALK PLAN

SHEET NO. 7

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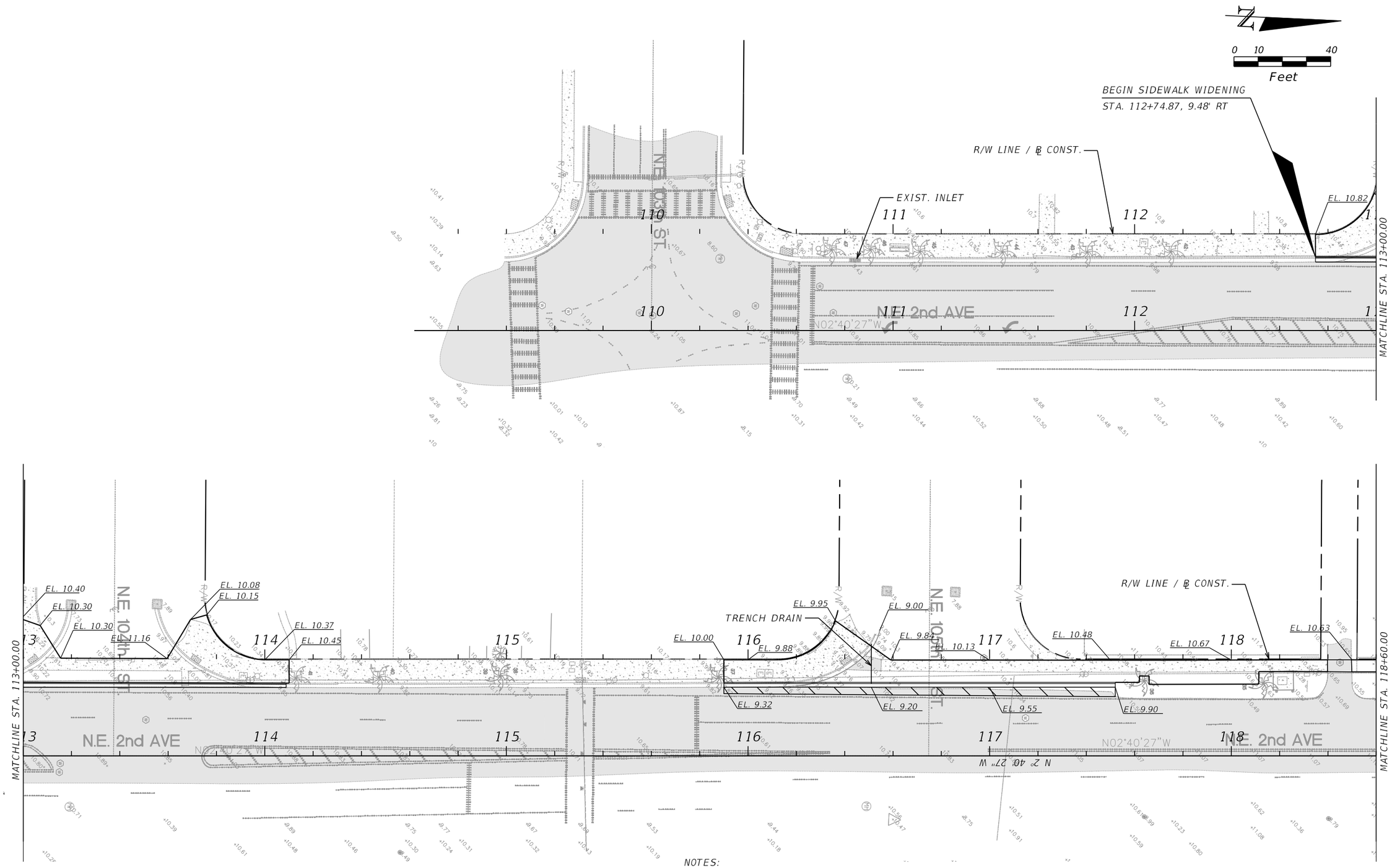

NOTES:

1. MATCH EXISTING ELEVATIONS AT ALL DRIVEWAY CROSSING AND WHERE NEW SIDEWALK MATCHES EXISTING SIDEWALK.

REVISIONS		
DATE	BY	DESCRIPTION

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MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIDEWALK GRADING PLAN

SHEET NO. 8

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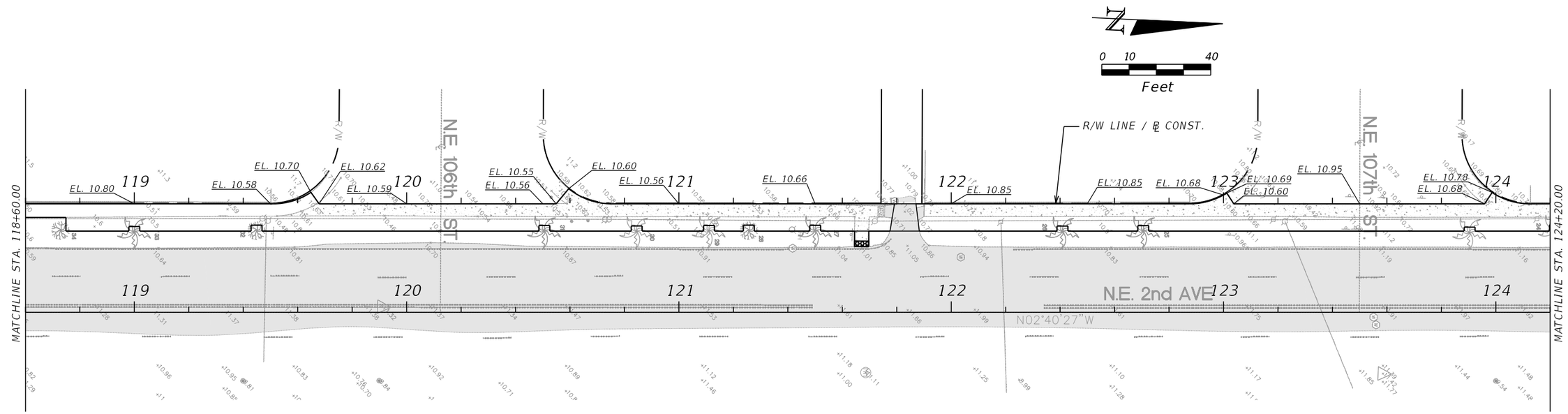

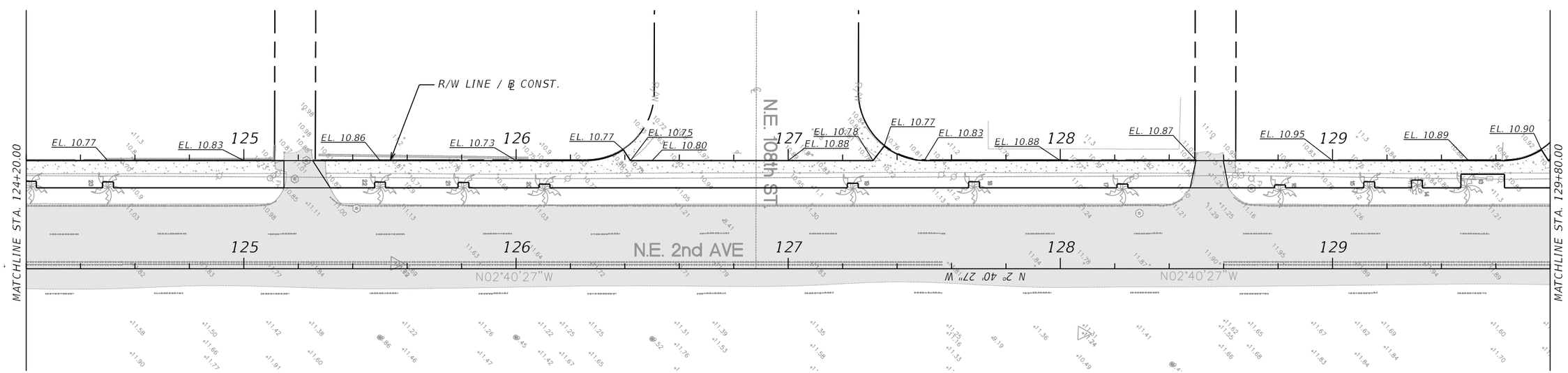

NOTES:

1. MATCH EXISTING ELEVATIONS AT ALL DRIVEWAY CROSSING AND WHERE NEW SIDEWALK MATCHES EXISTING SIDEWALK.

REVISIONS		
DATE	BY	DESCRIPTION

FRANCISCO J. ALONSO, P.E.
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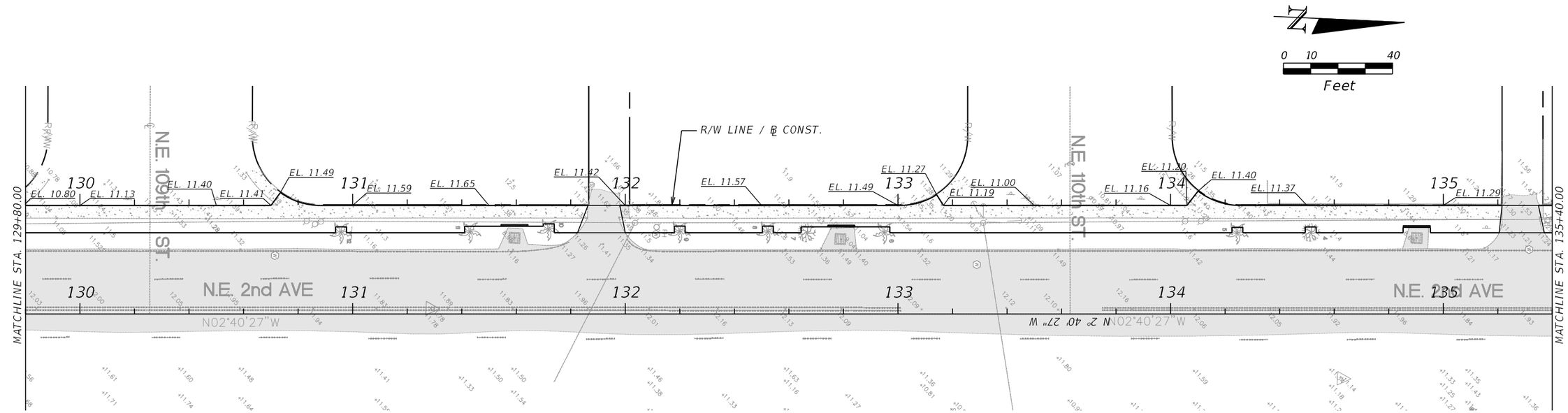
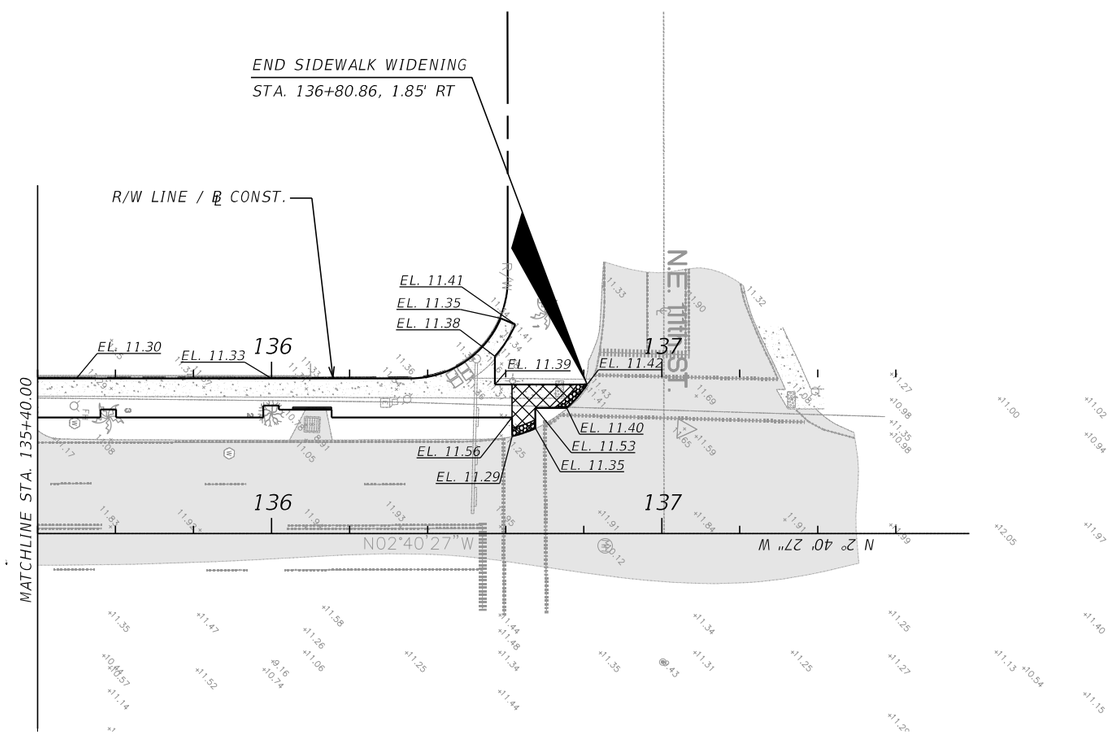
MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIDEWALK GRADING PLAN

SHEET NO. 9





NOTES:

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VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIDEWALK GRADING PLAN

SHEET NO.
10

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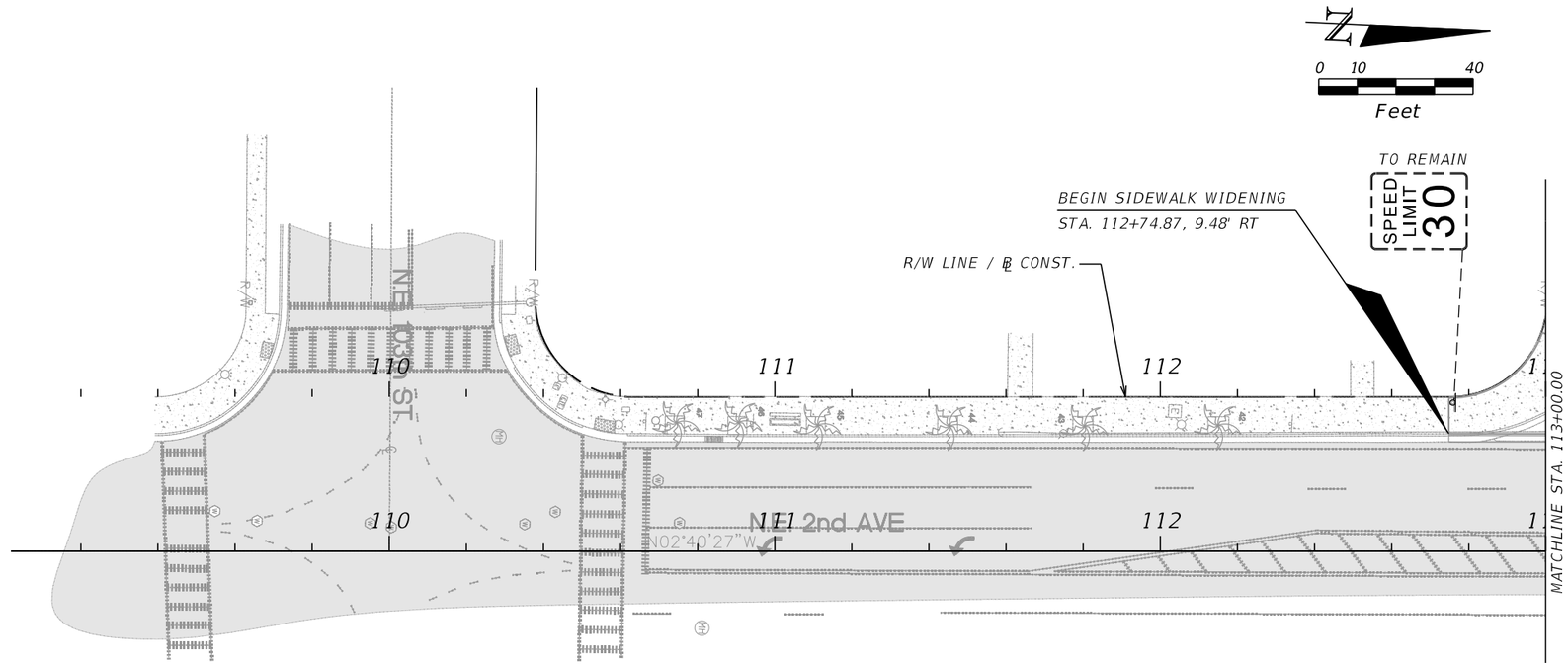

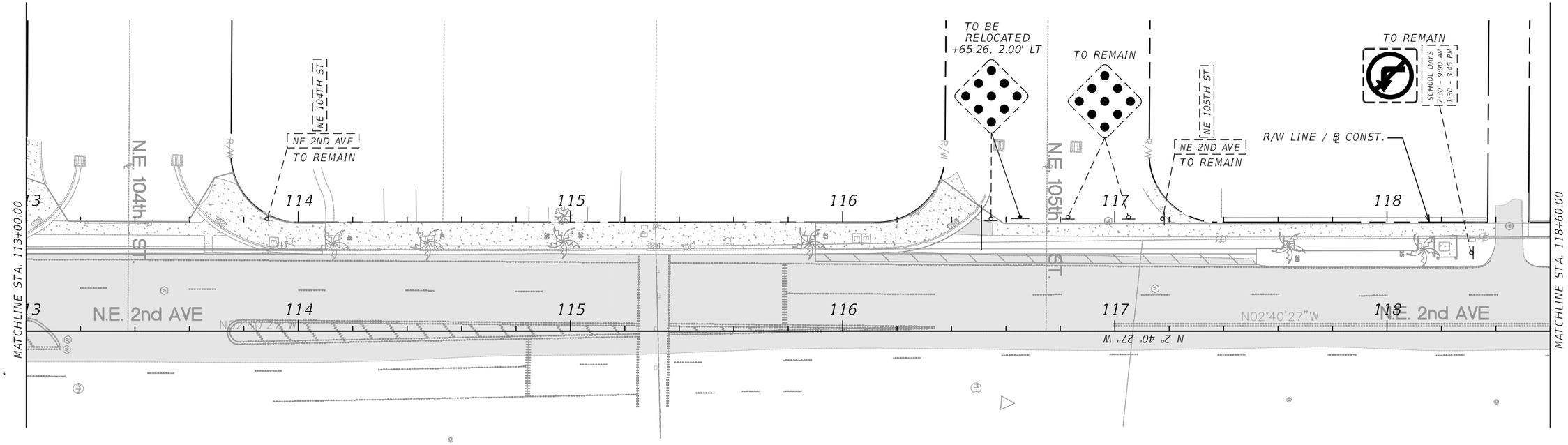

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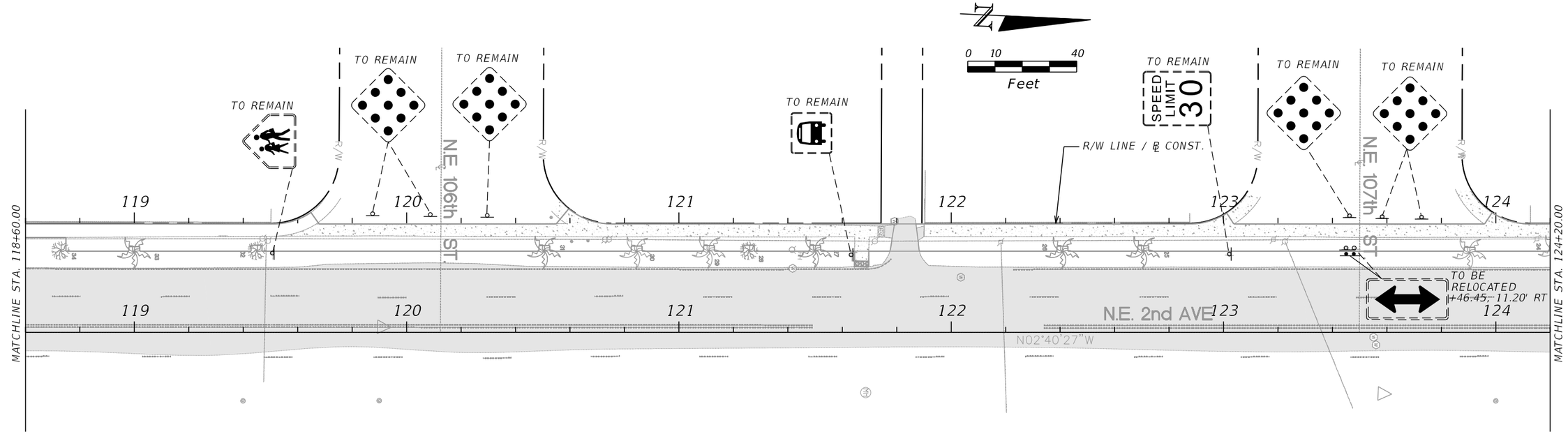
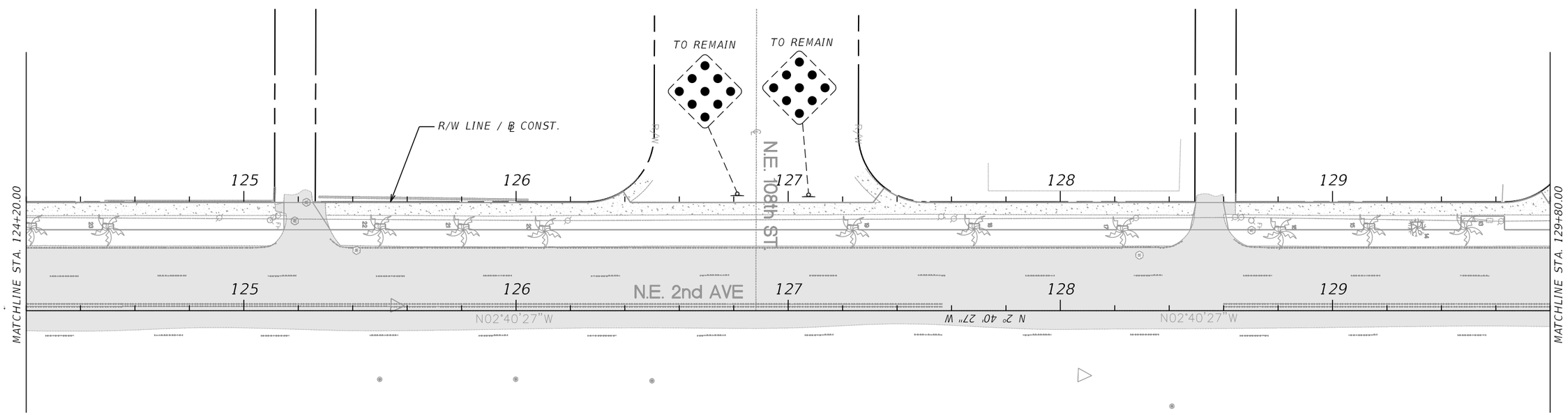
MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIGNING PLAN

SHEET NO. 11





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VILLAGE MULTIMODAL MOBILITY
IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIGNING PLAN

SHEET NO.
12

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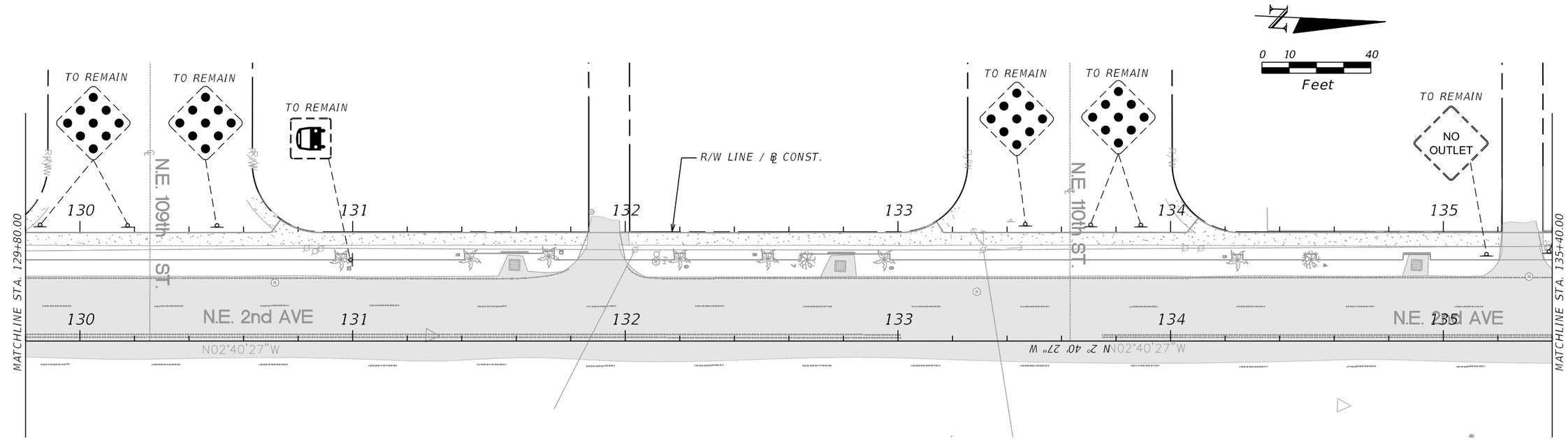

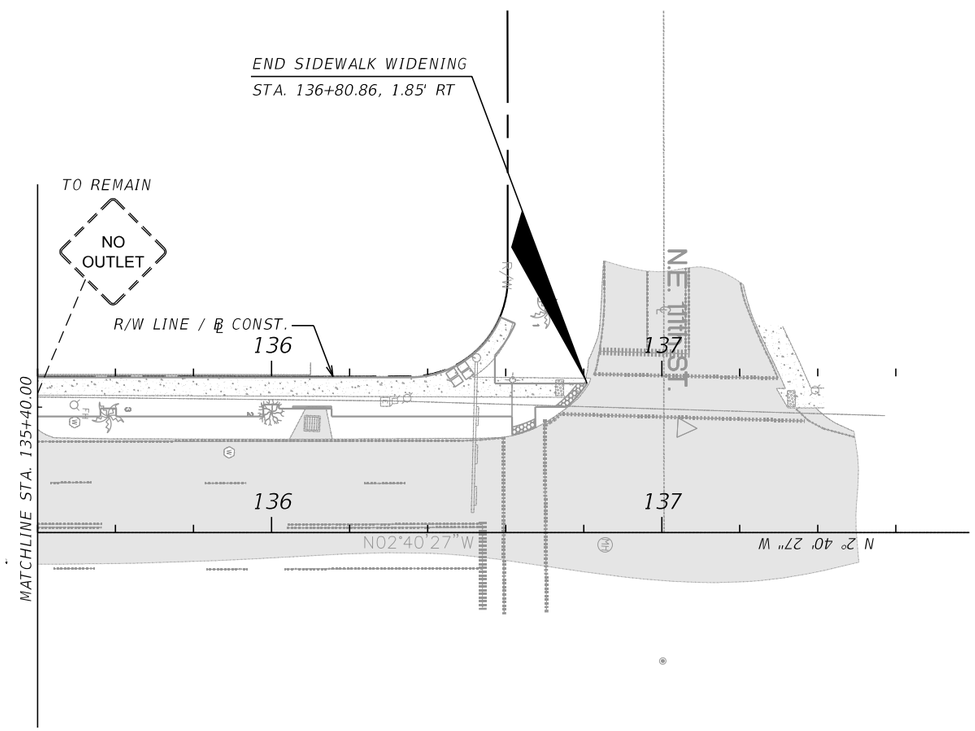

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PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

SIGNING PLAN

SHEET NO.
13

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STORM WATER POLLUTION PREVENTION NOTES:

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS KEY SHEET CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

A. THE FOLLOWING NARRATIVE AND REFERENCED DOCUMENTS,
B. THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN REQUIRED BY STANDARD PLANS INDEX 570-001.
C. REPORT OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PLAN DELINEATED IN THIS SWPPP IS FOR CONSTRUCTION ACTIVITIES ALONG NE 2ND AVE FROM NE 103RD STREET TO NE 111TH STREET. THE PROJECT INCLUDES CONSTRUCTION OF SIDEWALK IMPROVEMENTS, CURB AND GUTTER AND GRAVITY WALL W/ HANDRAIL.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION & SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAIL SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS THE EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

INSTALL PERIMETER EROSION AND SEDIMENT CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE CLEARING AND GRUBBING OTHER AREAS OF THE SITE.
1. CLEARING AND GRUBBING.
2. CURB AND GUTTER
3. GRAVITY WALL
4. SIDEWALK

1.C. AREA ESTIMATES

TOTAL PROJECT AREA: 0.88 ACRES
TOTAL AREA TO BE DISTURBED: 0.88 ACRES

1.D. RUNOFF DATA

Runoff Coefficients:

Before Construction: 0.62
During Construction: 0.69
After Construction: 0.69

1.E. SITE MAP

THE SHEETS CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLANS REFERENCED IN THIS SECTION ARE INDENTIFIED ON THE KEY SHEET OF THE PLANS.

* APPROXIMATE SLOPES: THE PLANS MAINTAINS A 2% TYPICAL CROSS SLOPE AS INDICATED ON THE TYPICAL SECTION.

* AREAS OF SOIL DISTURBANCE: THE LIMITS OF SOIL DISTURBANCE ARE SHOWN ON THE TYPICAL SECTION SHEETS AND PLANS SHEETS.

* AREAS NOT TO BE DISTURBED: AREAS OUTSIDE THE SIDEWALK LIMITS.

* LOCATIONS OF TEMPORARY CONTROLS: ROCK BAGS WILL BE LOCATED AROUND ALL EXISTING AND PROPOSED INLETS; TURBIDITY BARRIERS WILL BE LOCATED AT ANY BODIES OF WATER AFFECTED BY THIS PROJECT.

* LOCATIONS OF PERMANENT CONTROLS: PERMANENT FEATURES ARE SHOWN ON THE CONSTRUCTION PLANS, WHICH GENERALLY CONSIST OF SOD, ASPHALT, CONCRETE, AND DRAINAGE STRUCTURES.

* SURFACE WATERS: NONE

* WETLAND AREAS: NONE

* AREAS TO BE STABILIZED: NEW SIDEWALK AND SODDED AREAS

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SECTION 104 EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S TRAFFIC CONTROL PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TRAFFIC CONTROL PLAN (TCP) OUTLINED IN THESE CONSTRUCTION PLANS. THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL OF THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITES AND THE NEED FOR BETTER PRACTICES.TO LIMIT THE TRANSPORT OF SEDIMENT FROM THE CONSTRUCTION AREA, THE CONTRACTOR, SHALL MINIMIZE THE SOIL AREAS EXPOSED AT ANY GIVEN TIME AND SHALL STABILIZE AREAS THAT WILL REMAIN IDLE FOR MORE THAN 7 DAYS. THE CONTRACTOR SHALL UTILIZE GRADING TECHNIQUES TO DIRECT RUNOFF TO AREAS WITH THE PROPER EROSION CONTROL FEATURES INSTALLED AND AWAY FROM OPEN WATER OR OTHER SENSITIVE AREAS ADJACENT TO THE WORK SITE.

2.A.1 STABILIZATION PRACTICES:

IN THE SECTION 104 EROSION & SEDIMENT CONTROL PLANS, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 14 DAYS. IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED THE STABILIZATION PRACTICES PROPOSED BY THE CONTRACTOR SHALL INCLUDE AT LEAST THE FOLLOWING:
PERMANENT:
* ASPHALT OR CONCRETE SURFACE.
* SOD IN ACCORDANCE WITH ORDINANCE 12636.

2.A.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION & SEDIMENT CONTROL PLANS, THE CONTRACTOR SHALL DESCRIBE THE STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. ALL SEDIMENTS CONTROLS SHALL BE IN PLACE BEFORE ANY SOIL DISTURBING ACTIVITY UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES PROPOSED BY THE CONTRACTOR SHALL INCLUDE AT LEAST THE FOLLOWING:
TEMPORARY:
* INLET PROTECTION PER SPECIFICATIONS SECTION 104.
PERMANENT:
* CURB AND GUTTER
* DRAINAGE STRUCTURES
* SOD

2.C. OTHER CONTROLS:

THE CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING BY INSTITUTING A CLEAN, ORDERLY CONSTRUCTION SITE; THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED TO FURTHER REDUCE POLLUTION AT THE PROJECT SITE:

2.C.1. DISCHARGE OF MATERIAL TO SURFACE WATERS:

NO CONSTRUCTION MATERIAL SHALL BE DISCHARGE TO WATERS OF THE STATE UNLESS AUTHORIZED BY SECTION 40. PERMIT AND/OR CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED UPLAND LOCATION. BUILDING MATERIAL SHALL NOT BE DISPOSED OF IN WETLANDS OR BURIED ON-SITE. IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIAL. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

* PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.

* DISPOSE OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSE OF SOLID MATERIALS INCLUDING BUILDING AND COSNTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS.

2.C.2. OFF-SITE VEHICLE TRACKING AND DUST CONTROL:

THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF THE SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORM WATER ABOUT THE SITE OR ONTO NEARBY ROADWAYS.
STABILIZED CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS, IF APPROPRIATE, SHALL BE IMPLEMENTED IN ORDER TO REDUCE OFF-SITE TRACKING. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. PROVIDE A STREET SWEEPING PLAN TO THE CITY INSPECTOR.
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE ENGINEER.

* COVER LAODED HAUL TRUCKS WITH TARPAULINS.

* REMOVE EXCESS DIRT FROM ROADS DAILY.

* STABILIZE CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARDS 106. (CONTRUCTION ENTRANCES ARE ALREADY STABILIZED FOR THIS PROJECT)

STORM WATER POLLUTION PREVENTION NOTES CONTINUED:

2.C.3. WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATIONS:

THE CONTRACTOR SHALL DEMONSTRATE THE PROPER DISPOSAL OF ALL CONSTRUCTION WASTE GENERATED WITHIN THE PROJECT LIMITS. WASTE MAY INCLUDE, BUT NOT LIMITED TO, VEGETATION FROM CLEANING AND GRUBBING ACTIVITIES, PACKAGING MATERIAL, SCRAP BUILDING MATERIAL, LITTER FROM TRAVELING PUBLIC, SEWAGE FROM SANITARY FACILITIES, HERBICIDES AND PESTICIDES AND THEIR CONTAINERS, AND HYDROCARBON PRODUCTS SHALL BE DESIGNATE A WASTE COLLATION AREA ON SITE AND DELINEATE THE AREA ON THE SWPPP SITE MAP.

SANITARY SEPTIC FACILITIES SHALL BE PROVIDED AND MAINTAINED IN A NEAT AND SANITARY CONDITION, FOR THE USE OF THE CONTRACTOR'S EMPLOYEES AS NECESSARY TO COMPLY WITH THE REQUIREMENTS AND REGULATIONS OF THE STATE AND LOCAL BOARDS OF HEALTH. A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY THE STATE REGULATIONS WILL COLLECT ALL SANITARY WASTE FROM PORTABLE UNITS.

THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES. CONTRACTOR WILL PROVIDE AN ADEQUATE NUMBER OF LITTER CONTAINERS WITH LIOS AT THIS STAGING STOCKPILE AND FIELD OFFICE AREAS. WASTE COLLECTION WILL BE SCHEDULED SO THAT CONTAINERS ARE EMPTIED PRIOR TO OVERFLOW. SPILLED LITTER CONTAINERS WILL BE CLEANED UP IMMEDIATELY.

2.C.4. FERTILIZERS AND PESTICIDES:

THE APPLICATION AND HANDLING OF HERBICIDES AND PESTICIDES SHALL BE IN COMPLIANCE WITH THE MANUFACTURES-RECOMMENDED METHOD AND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION. HERBICIDES AND PESTICIDES SHALL BE ONSITE IN THEIR ORIGINAL CONTAINERS WITH PRODUCT LABEL INTACT.

2.C.5 TOXIC/HAZARDOUS MATERIAL HANDLING

CONTRACTOR SHALL PROVIDE EQUIPMENT NECESSARY TO CONTAIN AND CLEAN UP SPILLS OF HAZARDOUS MATERIAL AFTER THEY OCCUR. SPILLED MATERIAL AND THE EQUIPMENT USED TO CLEAN UP THE SPILL SHALL NOT COME IN CONTACT WITH SURFACE WATERS OR BE INTRODUCED INTO STORM WATER. DISPOSAL OF SURPLUS PRODUCT WILL BE DONE ACCORDING TO MANUFACTURE RECOMMENDED METHOD.

CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIAL SPILL CONTROL PLAN TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS.
PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER.

TOXIC/HAZARDOUS MATERIAL EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLE AS PER THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2.D STATE AND LOCAL PERMITS TO BE APPLIED FOR:

* NPDES FROM THE VILLAGE OF MIAMI SHORES PUBLIC WORKS DEPARTMENT

3.0 MAINTENANCE

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY THE CONTRACTOR. IF A CONTROL NEEDS REPAIR OR REPLACEMENT, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT AND RECORDED ON THE INSPECTION FORMS. MAINTENANCE SHALL CONTINUE UNTIL ALL ERODIBLE SOILS WITHIN THE CONTRIBUTING AREA HAVE BEEN STABILIZED. AT THIS POINT, THE CONTRACTOR SHALL REMOVE EXCESS SILT AT THE CONTROLS AND REMOVE THE TEMPORARY DEVICES. THE MAINTENANCE PLAN SHALL AT MINIMUM, COMPLY WITH THE FOLLOWING:

* INLET PROTECTION (ROCK BAGS): THE CONTRACTOR SHALL INSPECT THE PROTECTED INLETS EVERY TWO WEEKS AND REPLACE THE ROCK BAGS IF NECESSARY OR WHEN EXCESSIVE POUNDING OCCURS; ELIMINATE BREACHES IN THE PROTECTION.
* TURBIDITY BARRIER: MAINTAIN AS PER SECTION 104 OF THE SPECIFICATIONS.
* STREET SWEEPING: DAILY CONTROL AND DUST PREVENTION WITH WATER TRUCK.
* GRASSED AREAS: NEWLY SODDED AREAS AND ADJACENT AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE REPAIRED AND MAINTAINED, WATERING AND MOWING AS NEEDED OR REQUIRED IN THE FDOT STANDARD SECIFICATIONS.

4.0 INSPECTIONS

QUALIFIED PERSONNEL SHALL INSPECT ALL THE CONTROL FEATURES AT LEAST ONE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY WEEK. THE CONTRACTOR SHALL ALSO ENSURE THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE FOLLOWING ITEMS WILL BE INSPECTED:

* POINTS OF DISCHARGE TO SURFACE WATERS OR WETLANDS: INSPECT TO DETERMINE IF CONTROLS ARE EFFECTIVE IN PREVENTING OR MINIMIZING THE DISCHARGE OF POLLUTANTS.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS (INLETS, ETC.): INSPECT TO DETERMINE IF CONTROLS ARE EFFECTIVE IN PREVENTING OR MINMIZING THE DISCHARGE OF POLLUTANTS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED: INSPECT FOR EVIDENCE OF POTENTIAL FOR DISCHARGING POLLUTANTS INTO SURFACE WATERS OR STORMWATER SYSTEMS.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION: INSPECT FOR EVIDENCE OF POTENTIAL FOR DISCHARGING POLLUTANTS INTO SURFACE WATERS OR STORMWATER SYSTEMS.

* STRUCTURAL CONTROLS: INSPECT FOR PROPER INSTALLATION AND OPERATION.

* STORMWATER MANAGEMENT SYSTEMS: INSPECT FOR PROPER OPERATION, EVIDENCE OF FLOODING DUE TO SEDIMENTATION OR CONTROLS REQUIRING MAINTENANCE.

* LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE: INSPECT FOR EVIDENCE OF OFFSITE TRACKING.

THE CONTRACTOR SHALL INITIATE WITHIN 24 HOURS OF INSPECTION THAT INDICATES ITEMS ARE NOT IN GOOD WORKING ORDER BASED ON THE RESULTS OF THE INSPECTION, ALL MAINTENANCE OPERATIONS NEEDED TO ASSURE PROPER OPERATION OF ALL CONTROLS, BMPS OR MEASURES IDENFIFIED IN THIS SWPPP SHALL BE DONE IN A TIMELY MANNER, BUT NO LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF NEEDED, POLLUTION PREVENTION CONTROLS SHALL BE REVISED AS APPROPRIATE IF FAILURES IN THE PLAN ARE NOTED; THESE REVISIONS SHALL BE IMPLEMENTED NO LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

A REPORT (USE FDOT FORM 650-040-03) SUMMARIZING THE SCOPE OF THE INSPECTION SHALL INCLUDE THE INSPECTOR'S NAME, QUALIFICATIONS, DATE, RAINFALL DATA, OBSERVATIONS RELATING TO THE SWPPP, AND ACTIONS TAKEN SINCE THE LAST REPORT. THE REPORT SHALL INDENTIFY ALL INCIDENTS OF NON-COMPLIANCE.

IF THERE ARE NO INCIDENTS OF NON-COMPLIANCE, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE SWPPP AND THE PERMIT. THE REPORT SHALL BE SIGNED AND FILED AS REQUIRED BY THE GENERIC PERMIT.

THE CONTRACTOR SHALL MAINTAIN A FILE CONTAINING THE CURRENT SWPPP, NOI SUBMITTAL, CERTIFICATIONS AND ALL THE SIGNED INSPECTION REPORTS; THE NOTICE OF INTENT SUBMITTED AS REQUIRED BY CHAPTER 62-621, FAC, MUST BE POSTED AT THE SITE.

5.0 NON-STORM WATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORM WATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES) SUCH AS THOSE LISTED BELOW. THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION FROM THESE NON-STORM WATER DISCHARGES.
IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF MIAMI SHORES PROJECT MANAGER.
A DEWATERING PERMIT IS REQUIRED TO REMOVED GROUNDWATER FROM THE CONSTRUCTION SITE.

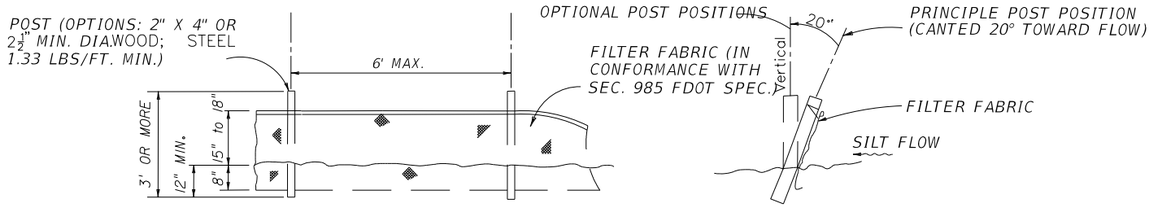
* SLURRY DISPOSAL
* DUST CONTROL
* EQUIPMENT WASHOUT
* IRRIGATION

6.0 CONTRACTOR SUBMITTAL:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AN EROSION CONTROL PLAN THAT PROVIDES A DETAILED DESCRIPTION OF ALL EROSION AND SEDIMENT CONTROLS, BMP'S AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE FOR EACH ACTIVITY IDENTIFIED IN SECTION 1.B SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TIMEFRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED, MAINTAINED AND REMOVED. THIS INFORMATION SHALL BE CONSIDERED IN COMPLIANCE WITH THE FDEP GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

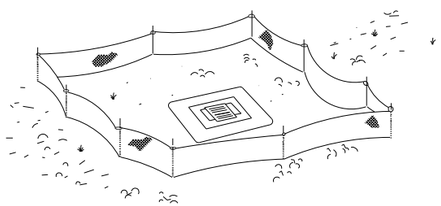
THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE FOLLOWING ITEMS ARE ON SITE:

1. COPY OF THE SWPPP WITH THE ORIGINAL CERTIFICATION SIGNATURES.
2. COPY OF THE CONTRACTOR'S EROSION CONTROL PLAN.
3. HAZARDOUS SPILL CONTROL PLAN WITH GUIDELINES ON CONTACTING THE 24-HOUR EMERGENCY RESPONSE PROGRAM FOR HAZARDOUS MATERIAL SPILLS. THIS SHALL INCLUDE COPIES OF DISCHARGE NOTIFICATIONS THAT HAVE OCCURRED WITHIN THE PROJECT LIMITS.
4. COMPLETE INSPECTION FORMS.

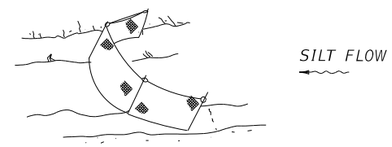


SILT FENCE DETAILS

NTS



TYPE III SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.



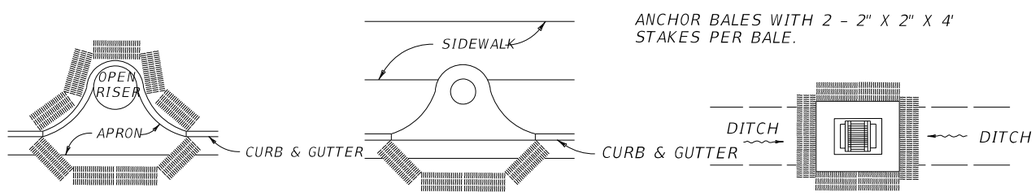
NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3 PER INDEX 102

TYPE III SILT FENCE

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses.
Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

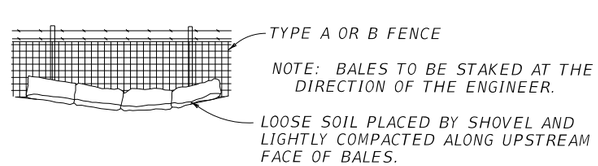
SILT FENCE APPLICATIONS

NTS



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

NTS



STORM WATER POLLUTION PREVENTION PRACTICES: (FOR PROJECTS OF 1 ACRE OR MORE)

1. TREE PROTECTION AND PRUNING SHALL BE ACCOMPLISHED AS DETAILED IN SPECIAL PROVISIONS, THE CONSTRUCTION PLANS, AND OR PER TREE ORDINANCE 12636.
2. THE STORM WATER POLLUTION PREVENTION PLAN, SWPPP, SUBMITTED TO PUBLIC WORKS, SHALL DESCRIBE IN DETAIL HOW THE CONSTRUCTION EFFORT WILL BE PHASED WITH REGARDS TO MINIMIZING EROSION PROBLEMS BY THE USE OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, FOR THE VARIOUS SEQUENCES OF CONSTRUCTION OPERATIONS. ANY MODIFICATIONS MUST BE APPROVED BY THE VILLAGE OF MIAMI SHORES - NPDES SECTION, DEPARTMENT OF PUBLIC WORKS.
3. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN THE SWPPP, ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL.
4. ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS. THE CONTRACTOR MUST INSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
5. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
6. ANY DAMAGED OR INEFFECTIVE ROCK BAGS ARE TO BE REPLACED WITH NEW ONES. THE LOCATION OF ROCK BAGS INSTALLATION IS AS MENTIONED IN THE SWPPP PLANS. THE PROJECT ENGINEER MAY SPECIFY OTHER AREAS AS NECESSARY.
7. DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE INLET TOP SHALL NOT BE HIGHER THAN INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET TOP. COMPLETED INLETS IN PAVED AREAS SHALL ALSO BE PROTECTED WITH ROCK BAGS TO PREVENT SEDIMENT INTAKE.
8. CURB INLETS ALSO SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLET, SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS.
9. STOCKPILED MATERIAL SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.
10. INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES, SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BE NOTED AND CORRECTED.
11. ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORM WATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED. REFER TO PUBLIC WORKS DEPARTMENT BULLETIN No. 25.
12. THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

B. EROSION & SEDIMENT CONTROL STABILIZATION PRACTICES:

___TEMPORARY SODDING

___TEMPORARY GRASSING

___PERMANENT PLANTING, SEEDING OR SEED & MULCH

___TEMPORARY MULCHING

___ARTIFICIAL COVERING

___BUFFER ZONES

___PRESERVATION OF NATURAL RESOURCES

___OTHER

C. STRUCTURAL PRACTICES:

___SAND BAGGING

D. OTHER CONTROLS: OFFSITE VEHICLE TRACKING:

___HAUL ROADS DAMPENED FOR DUST CONTROL

___LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN, OR APPROVED EQUAL.

___EXCESS DIRT ON ROAD REMOVED DAILY

___STABILIZED CONSTRUCTION ENTRANCE

___CONCRETE TRUCK WASH AREA

___OTHER TREATMENT OF STORM WATER TO MEET WATER QUALITY:

___DEEP WELLS

___CULVERTS FOR EMERGENCY OVERFLOW

___POLLUTION CONTROL STRUCTURES

___OTHER

E. GENERAL

1. APPROVED STATE, LOCAL PLANS OR STORM WATER PERMITS.
2. ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
3. ALL CONTROLS SHALL BE INSPECTED DAILY.
4. APPLY FERTILIZERS AND PESTICIDES ACCORDING TO STANDARD SPECIFICATIONS, DESIGN AND SPECIAL PROVISIONS.
5. REPORT NON-STORM WATER DISCHARGE (INCLUDING SPILL) (305) 416-1200.
6. VISIT www.dep.state.fl.us/water/stormwater/npdes/

REVISIONS		
DATE	BY	DESCRIPTION

FRANCISCO J. ALONSO, P.E.
P.E. LICENSE NUMBER 66918
T.Y. LIN INTERNATIONAL
201 ALHAMBRA CIRCLE, SUITE 900
CORAL GABLES, FL. 33134
CERTIFICATE OF AUTHORIZATION 00002017

MIAMI SHORES VILLAGE
10050 N.E. 2ND AVENUE
MIAMI SHORES, FL 33138

MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

STORMWATER POLLUTION PREVENTION PLAN DETAILS

SHEET NO. 16

TRAFFIC CONTROL NOTES:

GENERAL NOTES:

1. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
2. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAYS SHALL BE THE EXISTING POSTED SPEED (20MPH).
3. AS DETERMINED BY THE CONSTRUCTION PROJECT MANAGER, COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCIDENTAL TO THE PROJECT AT NO ADDITIONAL COST TO THE CONTRACT.
4. REMOVE, RELOCATE OR COVER ANY EXISTING OR PROPOSED SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, RESTORE THE SIGNS TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY COVERING OR REMOVING/RELOCATING AND RESTORING THE SIGNS SHALL BE INCIDENTAL TO THE PROJECT AT NO ADDITIONAL COST TO THE CONTRACT.
5. EACH EXISTING STREET NAME AND STOP SIGN AFFECTED BY CONSTRUCTION SHALL BE RELOCATED AND MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE SIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY RELOCATING AND RESTORING THE SIGNS SHALL BE INCIDENTAL TO THE PROJECT AT NO ADDITIONAL COST TO THE CONTRACT.
6. IMMEDIATELY REMOVE STORMWATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC THRU THE WORK ZONE IN A MANNER APPROVED BY THE CONSTRUCTION PROJECT MANAGER. COST FOR REMOVING THE WATER SHALL BE DEEMED INCIDENTAL TO THE PROJECT COST.
7. THE TRAFFIC CONTROL PLAN SHALL COMPLY WITH FDOT INDEX 102-600 SERIES. PROVIDE AS PART OF THE SHOP DRAWING PROCESS THE TRAFFIC CONTROL PLAN IN ACCORDANCE WITH FDOT STANDARD INDEXES AND THESE PLANS FOR REVIEW AND APPROVAL BY THE ENGINEER OF RECORD PRIOR TO APPLYING FOR VILLAGE OF MIAMI SHORES PUBLIC WORKS MAINTENANCE OF TRAFFIC PERMIT.
8. ALL WORK SHALL BE PERFORMED DURING DAYTIME ON WEEKDAYS FROM 8:00AM TO 6:00PM (NO INTERRUPTION OF TRAFFIC IS PERMITTED) AND FROM 9:00AM TO 5:00PM ON SATURDAY.
9. NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF ANY DETOURS, IN ACCORDANCE WITH SECTION 336.07 OF FLORIDA STATUTES.
10. PROVIDE FLASHER ARROW BOARD FOR ANY LANE THAT IS CLOSED OR DIVERTED
11. A SEPARATE VILLAGE OF MIAMI SHORES PUBLIC WORKS MAINTENANCE OF TRAFFIC PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION.
12. SUITABLE ACCESS TO PRIVATE PROPERTY SHALL BE PROVIDED AT ALL TIMES.
13. CONTACT MIAMI DADE TRANSIT (MDT) AND REQUEST A SPOTTER FOR ANY WORK WITHIN 30' OF ANY MDT FACILITY. THE COST OF THIS SHALL BE INCLUDED IN PAY ITEM 102-1, "MAINTENANCE OF TRAFFIC".
14. TWO CONSTRUCTION INFORMATION SIGNS ARE REQUIRED FOR THIS PROJECT.

SIGNALS:

1. THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW) TRAFFIC SIGNALS & SIGNS DIVISION CONTACT TELEPHONE NUMBER IS: (305) 592-3470.

DROP OFFS:

1. PROTECT THE WORK ZONE WITH DEVICES APPROVED BY THE VILLAGE OF MIAMI SHORES PUBLIC WORKS WHEN DROP OFFS EXCEED 3" ADJACENT TO TRAVEL WAYS.

MARKINGS:

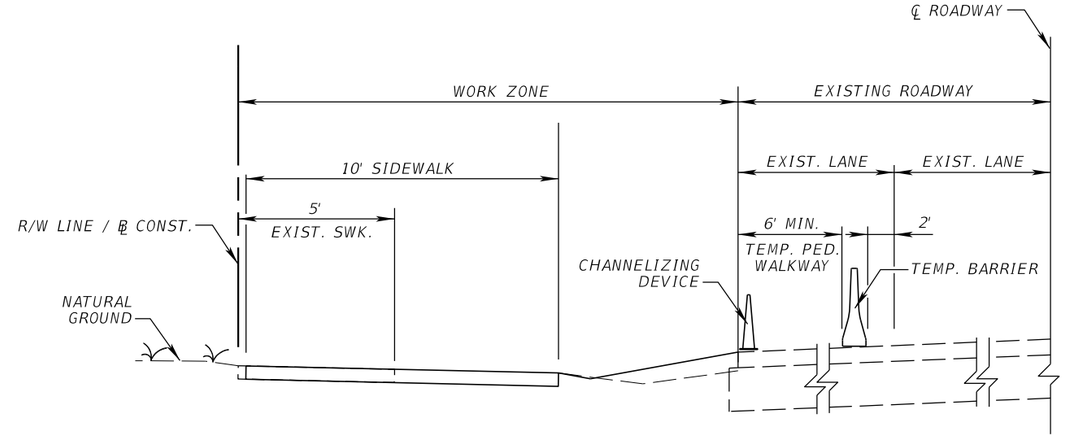
1. TEMPORARY PAVEMENT MARKINGS NOT ANTICIPATED FOR THIS PROJECT.

WORK ZONE LIMITS:

1. THE LENGTH OF SIDEWALK CONSTRUCTION, ALONG NE 2 AVE FROM NE 103 ST TO NE 111 ST, SHALL NOT EXCEED 500 FEET AT ANY GIVEN TIME. PROPERTY ACCESS SHALL BE MAINTAINED AT ALL TIMES.

PEDESTRIANS, BICYCLES, AND WHEELCHAIRS:

1. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAVEL PATHS SHALL BE PROVIDED PER STANDARD PLAN INDEX 102-075 SHT. 2 OF 2. FOR THE WORK ZONE LIMITS DESCRIBED ABOVE - SEE NEXT SHEET FOR INFORMATION.
2. AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP OFF ADJACENT TO THE PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAVEL PATHS SHALL BE BACKFILLED FLUSH WITH THE SAID PATHS OR PROTECTED WITH BARRICADES, TEMPORARY CONCRETE BARRIER WALL, OR APPROVED HANDRAIL. COST OF BACKFILLING DROP OFF SHALL BE INCIDENTAL TO THE PROJECT AT NO ADDITIONAL COST TO THE CONTRACT.
3. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAFFIC SHALL BE MAINTAINED AND GUIDED USING APPROVED WARNING LIGHTS, SIGNING, AND CHANNELIZATION DEVICES ON AT LEAST ONE SIDE OF THE PROJECT AT ALL TIMES THROUGHOUT THE PROJECT LIMITS. THE TRAVEL PATH SHALL BE A MINIMUM OF 4 FEET WIDE WITH A SMOOTH SURFACE THAT IS NOT SLICK AND IT SHOULD BE RAMPED AS NECESSARY FOR CONTINUITY. COST TO CONSTRUCT AND MAINTAIN THE TRAVEL PATH AS REQUIRED SHALL BE INCIDENTAL TO THE PROJECT AT NO ADDITIONAL COST TO THE CONTRACT.



TEMPORARY PEDESTRIAN WAY
TYPICAL SECTION

REFER TO STANDARD PLAN INDEX 102-075, SHT. 2 OF 2 FOR PLAN LAYOUT

REVISIONS		
DATE	BY	DESCRIPTION

FRANCISCO J. ALONSO, P.E.
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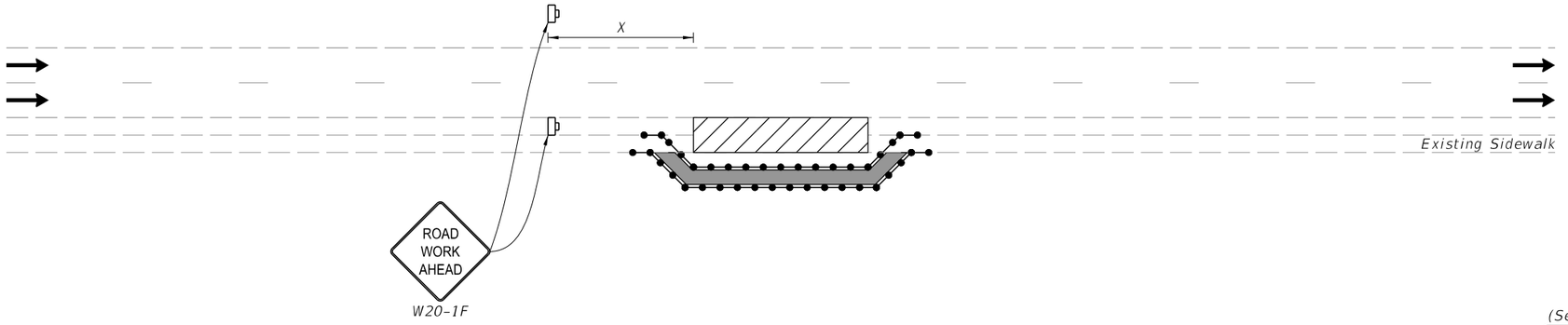
MIAMI SHORES VILLAGE
VILLAGE MULTIMODAL MOBILITY IMPROVEMENTS PROGRAM

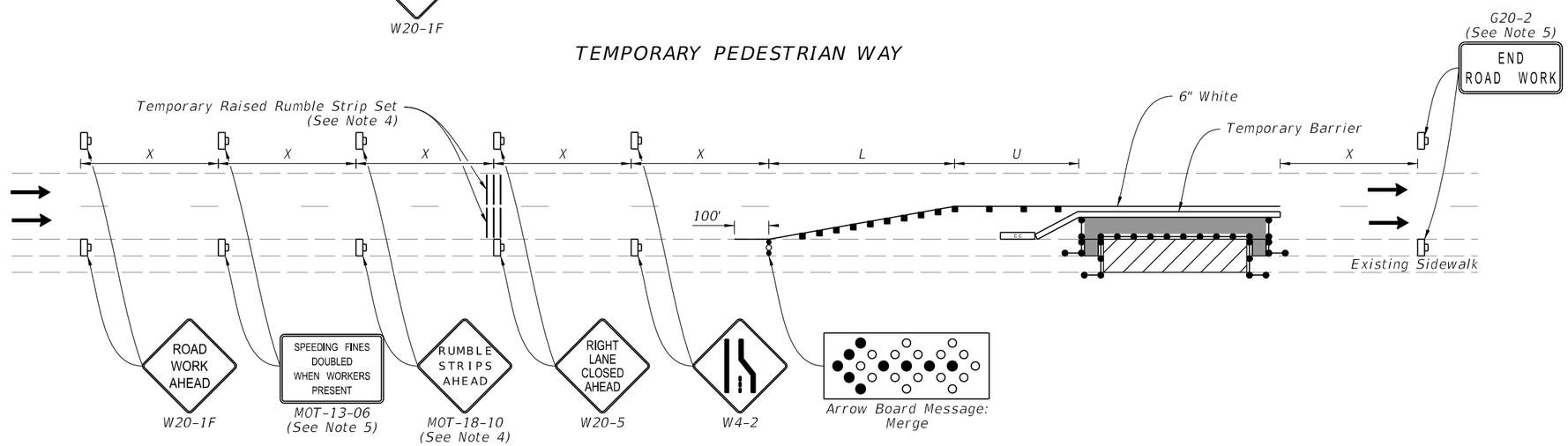
PROJECT NAME	FINANCIAL PROJECT ID.
N.E. 2ND AVE. SIDEWALK WIDENING N.E. 103RD ST. TO N.E. 111TH ST.	438665-1-58-01

TRAFFIC CONTROL GENERAL NOTES

SHEET NO. 17



TEMPORARY PEDESTRIAN WAY



TEMPORARY PEDESTRIAN WAY DIVERTING

TEMPORARY PEDESTRIAN WAY DIVERTING
TRAFFIC INTO THE TRAVELED WAY
(Temporary Barrier Shown, Low Profile Barrier Similar)

NOTES:

1. L = Taper Length
   U = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-000 for "L", "U", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. Use temporary raised rumble strips in accordance with the Plans. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign distance. See Index 102-000 for temporary raised rumble strip details.

5. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work zone will be in place for 24 hours or less.

SYMBOLS:

- Work Space
- Channelizing Device (See Index 102-000)
- Work Zone Sign
- Lane Identification and Direction of Traffic
- Arrow Board
- Crash Cushion
- Pedestrian Longitudinal Channelizing Device (LCD)
- Temporary Pedestrian Way

FOR INFORMATION ONLY

10/14/2019 8:18:11 AM

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/19			FDOT FY 2020-21 STANDARD PLANS	WORK ON THE SIDEWALK	102-075	2 of 2

MAP OF TOPOGRAPHIC SURVEY

N ASSUMED

0 10 20
SCALE
1" = 20'

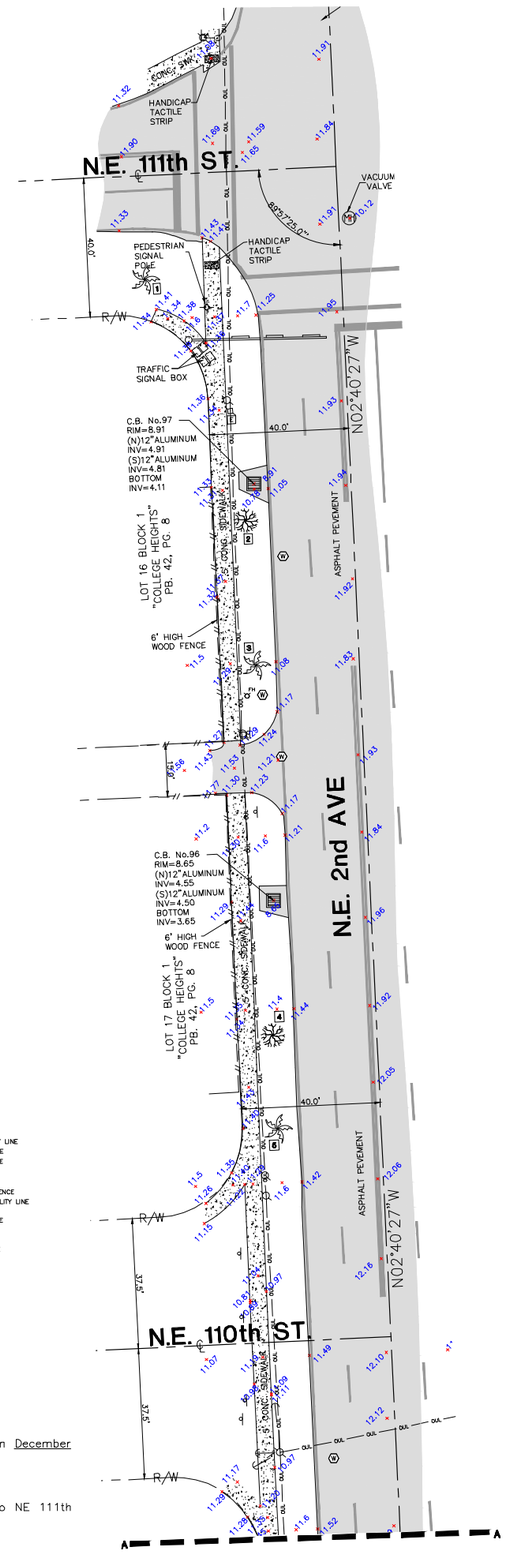
TREE No	COMMON NAME	DIAMETER (INCHES)	HEIGHT (FT)	CANOPY (FT)	
1	PALM	10	15	10	6
2	TREE	8	20	8	
3	PALM	12	20	8	
4	TREE	6	10	6	
5	PALM	15	15	10	
6	PALM	10	20	10	
7	TREE	10	25	15	
8	PALM	10	25	10	
9	PALM	10	25	10	
10	PALM	12	25	10	
11	PALM	12	18	10	
12	PALM	14	20	10	
13	PALM	12	25	8	
14	TREE	10	15	12	
15	PALM	12	25	8	
16	PALM	12	25	8	
17	PALM	12	25	8	
18	PALM	12	25	8	
19	PALM	12	25	8	
20	PALM	12	20	10	
21	PALM	12	20	10	
22	PALM	12	20	10	
23	PALM	10	20	10	
24	PALM	10	20	10	
25	PALM	10	20	8	
26	PALM	12	20	15	
27	PALM	10	15	10	
28	PALM	10	20	15	
29	PALM	10	20	10	
30					
31	PALM	12	20	10	
32	TREE	18	30	20	
33	PALM	10	20	8	
34	TREE	6	10	10	
35	PALM	10	20	10	
36	PALM	12	15	10	
37	PALM	10	20	8	
38	PALM	10	20	8	
39	PALM	10	20	10	
40	PALM	10	20	10	
41	PALM	10	20	10	
42	PALM	10	20	10	
43	PALM	10	20	10	
44	PALM	8	15	8	
45	PALM	10	20	10	
46	PALM	10	20	10	
47	PALM	10	20	10	

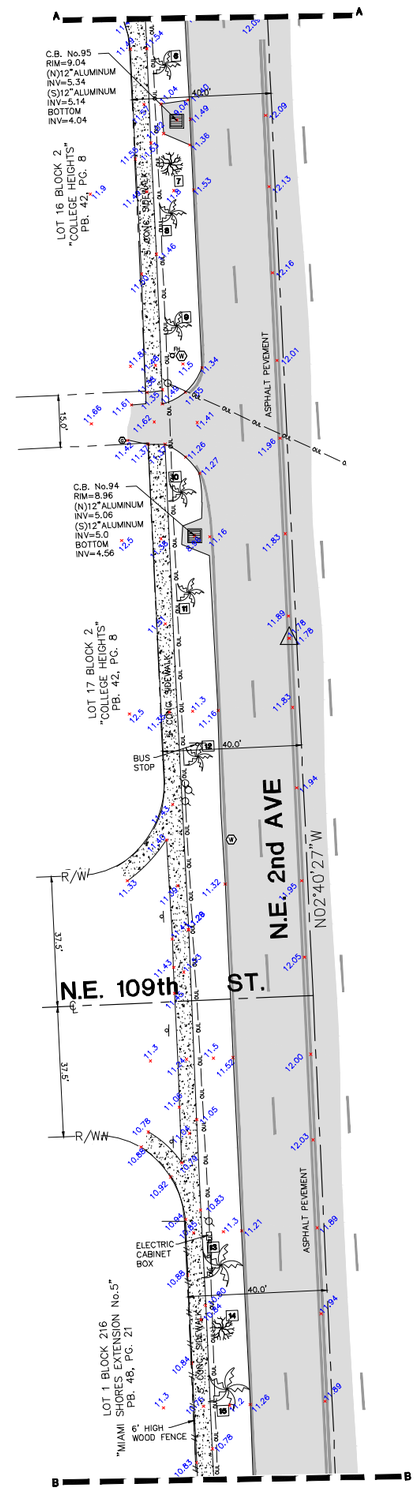
LEGEND:

DRWY = DRIVEWAY
D.M.E. = DRAINAGE MAINTENANCE EASEMENT
C.M.E. = CANAL MAINTENANCE EASEMENT
UE = UTILITY EASEMENT
A = ARC DISTANCE
BLDG. = BUILDING
C.B. = CATCH BASIN
C.B.S. = CONCRETE BLOCK STRUCTURE
CH. = CHORD DISTANCE
C = CALCULATED VALUE
(C) = CLEAR
℄ = CENTER LINE
CONC. = CONCRETE
P.R.C. = POINT OF REVERSE CURVE
P.C. = POINT OF CURVATURE
F.N.D. = FOUND NAIL/DISK
P.C.C. = POINT OF COMPOUND CURVE
℄ = BASELINE
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
INV. EL. = INVERT ELEVATION
P.B. = PLAT BOOK
P.C.P. = PERMANENT CONTROL POINT
CMP = CORRUGATED METAL PIPE
P.I. = POINT OF INTERSECTION
B/C = BLOCK CORNER
R = RADIUS
RAD. = RADIAL
RES. = RESIDENCE
R/W = RIGHT OF WAY
SEC. = SECTION
S.I.P. = SET IRON PIPE
T.O.P. = TOP OF PIPE
SWK = SIDEWALK
P.G. = PAGE
P.O.B. = POINT OF BEGINNING
℗ = PROPERTY LINE
N.T.S. = NOT TO SCALE

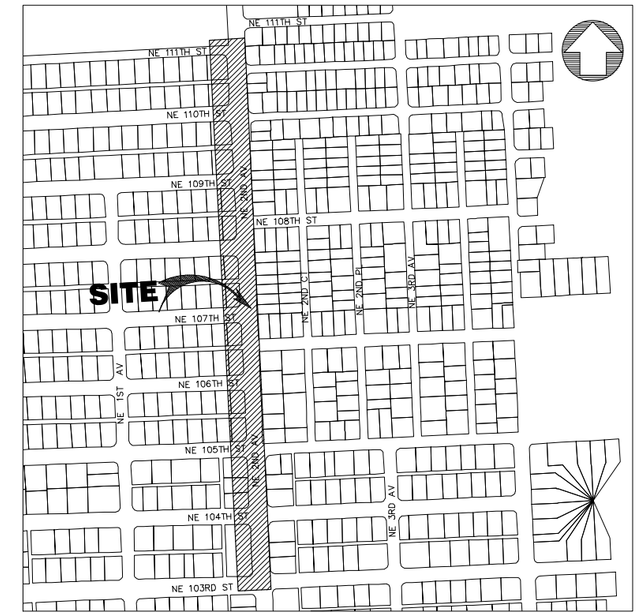
8.28 = ELEVATION
= WATER OUTLET
BL. = BLOCK
= CLEANOUT
= MONUMENT LINE
= DRAINAGE CATCH BASIN
Δ = CENTRAL ANGLE
= TRAFFIC SIGN
= CATCH BASIN (INLET)
= MAST ARM
= WOOD UTILITY POLE
= ANCHOR POLE
= CONCRETE LIGHT POLE
= CONCRETE POWER POLE
= FIRE HYDRANT
= ELECTRIC BOX
= CABLE TV BOX
WPB = WIRE PULL BOX
WV = WATER VALVE
SV = SEWER VALVE
LP = METAL LIGHT POLE
= WATER MANHOLE
= TELEPHONE MANHOLE
= DRAINAGE MANHOLE
= SANITARY SEWER MANHOLE
T.B.M. = TEMPORARY BENCH MARK
= PARKING METER
= FLAG POLE
F.F.E. = FINISH FLOOR ELEVATION
S.I.R. = SET IRON REBAR
P.O.C. = POINT OF COMMENCEMENT
F.N. = FOUND NAIL

P.T. = POINT OF TANGENCY
E.N.C. = ENCROACHMENT
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON REBAR
L.F.E. = LOWEST FLOOR ELEVATION
L.P. = LIGHT POLE
(M) = MEASURED VALUE
(R) = RECORD VALUE
= SHADE TREE
X-Y-Z
= PALM TREE
X-Y-Z
X=TRUNK DIAMETER
Y=TREE HIGH
Z=CANOPY DIAMETER
= RIGHT OF WAY LINE
= PROPERTY LINE
= EASEMENT LINE
= IRON FENCE
= WOOD FENCE
= CHAIN LINK FENCE
= OVERHEAD UTILITY LINE
= WATER LINE
= UNKNOWN LINE
= STORM LINE
= SEWER LINE
= ELECTRIC LINE
= GAS LINE
= BRICK
= CONCRETE
= GRAVEL
= TILE
= PAVEMENT
= CBS WALL





SECTION 36 - TOWNSHIP 52 SOUTH - RANGE 41 EAST



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

1. The date of completion of the field work of the Topographic Survey was on December 26, 2019.

SECTION 2) LEGAL DESCRIPTION:

A Portion of the Right of Way along NE 2nd Ave , From NE 103rd Street to NE 111th Street. Miami Shores, 33161

SECTION 3) ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Standards of Practice requirement for this Type of Survey as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of (1"=20') or smaller.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Bearings as shown hereon are based upon the Centerline Line of N.E. 2nd Avenue, with an assumed bearing of N02°40'27"W, said line to be considered a well established and monumented line.

This property is to be located in Flood Zone "X", as per Federal Emergency Management Agency (FEMA) Community Number 120652 (Village of Miami Shores), Map Panel No. 12086C0139 & Map Panel No. 12086C0302, Suffix L, Map Revised Date: September 11, 2009.

Elevations as shown hereon are based on the National Geodetic Vertical Datum of 1929, as per Miami-Dade County's Benchmark Number N-566, Elevation 10.78 feet.

SECTION 5) LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the public records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

SECTION 6) CLIENT INFORMATION:

This Topographic Survey was prepared at the request of and certified to:

T.Y. LIN International

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

HADONNE CORP., a Florida Corporation
Florida Certificate of Authorization Number LB7097

By: _____
Abraham Hadad, PSM
For the Firm
Registered Surveyor and Mapper LS6006
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

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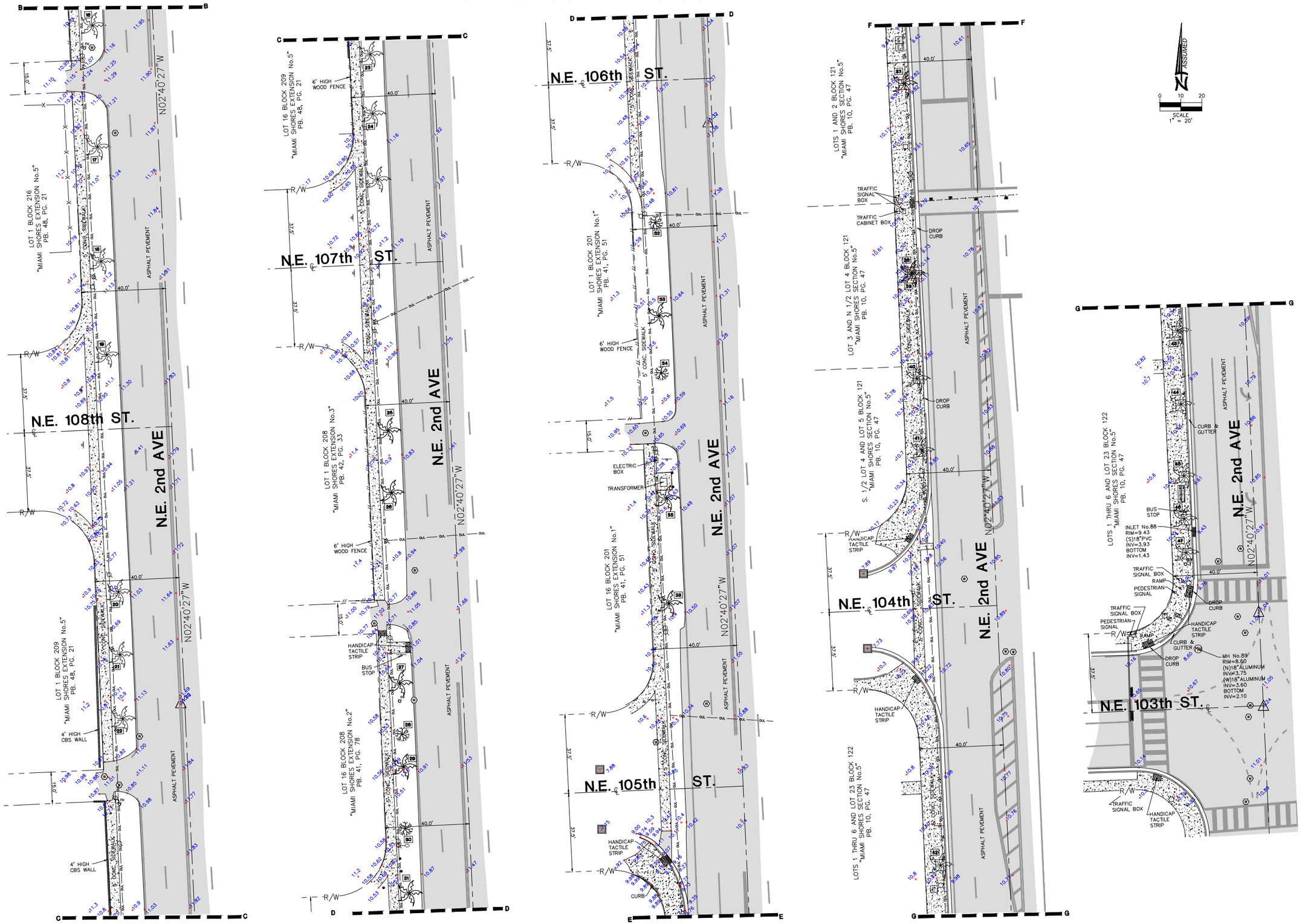
MAP OF TOPOGRAPHIC SURVEY
for
T.Y.LIN INTERNATIONAL
of
NE 2ND AVE FROM NE 103RD STREET TO NE 111TH STREET, MIAMI SHORES

REVISIONS
1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

Field Book: FILE
DRAWN BY: BG
TECH BY: RI
QA/QC BY: AH
Job No.: 19174

MAP OF TOPOGRAPHIC SURVEY



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MAP OF TOPOGRAPHIC SURVEY
T.Y.LIN INTERNATIONAL
of
NE 2ND AVE FROM NE 103RD STREET TO NE 111TH STREET, MIAMI SHORES

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2/2