



INVITATION TO BID

Construction Services

ITB # 24-07-01 CONSTRUCTION OF INTRACOASTAL SPORTS PARK

RELEASE DATE:	THURSDAY, JULY 25, 2024
VIRTUAL NON-MANDATORY PRE-BID MEETING	FRIDAY, AUGUST 2, 2024 AT 2:00 PM ZOOM VIRTUAL MEETING: https://us02web.zoom.us/j/87606821883
ALL QUESTIONS DUE:	FRIDAY, AUGUST 9, 2024 AT 5:00 PM
SUBMISSION DUE DATE:	THURSDAY, AUGUST 29, 2024 AT 11:00 AM
SUBMIT <u>ELECTRONIC</u> BIDS TO:	RESPONDENTS SHALL SUBMIT ALL BIDS ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM . THE CITY IS ONLY ACCEPTING ELECTRONIC SUBMITTALS VIA DEMANDSTAR AT WWW.DEMANDSTAR.COM



CITY OF SUNNY ISLES BEACH

18070 Collins Ave. | Sunny Isles Beach, FL 33160
 305.792.1707 | sibfl.net | Purchasing@sibfl.net

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**LEGAL ADVERTISEMENT
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified.

**CONSTRUCTION OF INTRACOASTAL SPORTS PARK
INVITATION TO BID NO. 24-07-01**

The Specifications for this INVITATION TO BID are available from DemandStar by calling (800) 711-1712 or by accessing their website at www.demandstar.com. The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Any addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list.

Sealed Bids will be received electronically via DemandStar.com no later than **THURSDAY, AUGUST 29, 2024 AT 11:00 AM**. Bids received after this time will not be considered. The City is under no obligation to return bids. Timely submitted Bids will be opened publicly and names of bidders read aloud at this time.

**INVITATION TO BID NO. 24-07-01
CONSTRUCTION OF INTRACOASTAL SPORTS PARK
OPENING DATE AND TIME: THURSDAY, AUGUST 29, 2024 AT 11:00 AM**

The City reserves the right to reject any or all Bids, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach. **Potential and actual proposers shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Council, City Manager, evaluation committee members, or City staff, other than Purchasing Division personnel, regarding this ITB from the time of the ITB initial release through the award.**

The City will host a non-mandatory pre-bid conference on **FRIDAY, AUGUST 2, 2024 AT 2:00 PM** virtually. Zoom link: <https://us02web.zoom.us/j/87606821883>

All questions regarding this bid shall be directed in writing by **FRIDAY, AUGUST 9, 2024 AT 5:00 PM**. Questions may be submitted via email to: Purchasing@sibfl.net.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Mauricio Betancur, CMC, City Clerk



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SECTION 1

INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Bid Specifications or any required need for clarification must be addressed to Purchasing at Purchasing@sibfl.net by the date mentioned above. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Bid on the required date and time as publicly noted.

The entire proposal Response package shall be submitted electronically via Demandstar.com no later than the time and date indicated on the cover page.

1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

The entire proposal Response package shall be submitted electronically via Demandstar.com no later than the time and date indicated on the cover page.

1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each REQUEST FOR PROPOSALS, INVITATION TO BID, and request for qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the City Clerk at (305) 792-1703.

1.10 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the INVITATION TO BID. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

1.11 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City 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.

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.11.1 Hold Harmless: All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

1.12 AGREEMENT:

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond. The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully

1.6 BID DEADLINE:

Bids must be submitted no later than the time and date shown within this document.

1.7 ELECTRONIC BID:



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expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.14 BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

1.15 MATERIAL:

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

1.16 SAMPLES:

Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

1.17 QUANTITY GUARANTY:

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

1.19 SAFETY STANDARDS:

The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable. Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Contractor shall follow all OSHA Safety Standards. Danger signs warning against hazards created by his/ her operation and work in progress must be posted.

All employees of the contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/ or vehicles are in close proximity — work shall cease until it is safe to proceed.

1.20 WARRANTIES:

Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this INVITATION TO BID shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid.

1.24 CERTIFICATE(S) OF INSURANCE:

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless



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and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

1.25 ASSIGNMENT:

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the INVITATION TO BID and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

1.26 HOLD HARMLESS/INDEMNIFICATION:

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.27 NON-CONFORMANCE TO CONTRACT:

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.28 DEFAULT PROVISION:

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29 SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.30 DEFINITIONS:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.
- Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.
- Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
- Approved:** Means approved by the City.
- Bid or Proposal:** The offer of the Bidders/Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

Proposers or Bidders: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

City: City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

Contract Documents: Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

Contract Price: The total monies payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

Contractor: The person, firm or corporation with whom the City has executed this Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Field Order: A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written



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technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Statement of Services: The form furnished by the City which is to be used by the Contractor in requesting progress payments.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

1.31 BID AWARD:

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The ITB shall be awarded to the lowest responsible and responsive Bidder whose Bid best serves the interests of and represents the best value to the City. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).

1.32 EXECUTION OF AGREEMENT:

At least two counterparts of the notarized Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

1.33 LAWS AND REGULATIONS:

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith,

they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

1.34 TAXES:

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

1.36 DECISIONS ON DISAGREEMENTS:

The City will be the initial interpreter of the Technical Specifications.

1.37 CITY MAY TERMINATE:

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If



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such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause (termination for convenience) and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in jury or damage.

1.39 WAIVER OF JURY TRIAL:

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.40 GOVERNING LAW:

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

1.41 VENUE:

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

1.42 ARBITRATION:

The city reserves the right, if a dispute or controversy arises hereunder then such dispute or controversy to settle by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

1.43 PROJECT RECORDS:

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

1.44 SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.45 INDEPENDENT CONTRACTOR:

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

1.46 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or has been engaged in business operations in Cuba or Syria. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit a certification attesting to the foregoing, which is to be provided by the City upon execution of an Agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

1.47 Prohibition Against Considering Social, Political or Ideological Interests In Government Contracting



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Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

1.48 **Human Trafficking**

Pursuant to Section 787.06, Florida Statutes, entitled "Human Trafficking," a governmental entity cannot execute, renew, or extend a contract with a nongovernmental entity that uses coercion for labor or services, as defined in Section 786.06(2), Florida Statutes. Contractor must submit an affidavit, signed by an officer or an authorized representative of the Contractor, under penalty of perjury, attesting that Contractor does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes. Submitting a false certification shall be deemed a material breach of contract.

End of Section



Section 2
Special Terms and Conditions

2.1 PURPOSE OF THE ITB

The City of Sunny Isles Beach (the "City"), a municipality located in Miami-Dade County, Florida, is requesting bids from qualified Contractors ("Bidders," "Proposers," "Contractors") to construct two lighted tennis courts, an operations building and community park with walking paths and workout stations, and associated landscape and irrigation. The project location is 158th -159th St and Collins Avenue, Sunny Isles Beach, FL 33160.

The scope of work shall be in accordance with the bid plans, as more particularly described in Attachments A - D, as titled below:

ATTACHMENT A – Price Sheets Civil and Building

ATTACHMENT B – Civil & Building Construction Set

ATTACHMENT C - Report of Subsurface Exploration & Geotechnical Engineering Study

ATTACHMENT D – Sports Lighting Design

Contractor shall, by careful examination, satisfy itself, to the extent it deems necessary, as to the nature and location of the Work, the conformation of the ground and site, access and transportation of materials, the character, quality and quantity of the materials, storage, handling and disposal of materials, the character and storage of the equipment and facilities needed preliminary to and during the prosecution of the Work, the availability, quantity, and quality of labor, water, and electric power; availability and condition of roads; climatic conditions; location of underground utilities; existing site conditions, topography and ground conditions; subsurface geology, and hydrology, and nature and quantity of surface and subsurface materials to be encountered; the general and local conditions and all other matters which can in any way affect the performance of the Contract.

The budget for this project is \$2,700,000.

Keith & Associates / Rodriguez Architects are the City's Consulting Engineers ("Engineer") and shall serve as agents for the City in all matters pertaining to the work on this Project. No changes in the work or extra charges to the Contract are effective until recommended by the City Engineer and approved by the City in the form of a written change order. The Engineer is precluded from bidding on this Project due to their involvement in the creation of the scope of work.

2.2 MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

1. Please read the MQRs to ensure the bidder meets these requirements prior to submitting a response to this ITB.
2. All Minimum Qualification Requirements (MQRs) must be submitted with bidder's response.



3. Bidders that do not comply with MQRs may be determined non-responsive and disqualified.
4. Awarded Contractor will be required to maintain Minimum Qualification Requirement “a” and “d” during the term of the Contract and any Contract renewals.
 - a. The **Prime Contractor** shall hold the proper license in the State of Florida to perform the Scope of Work set forth within this solicitation to include being registered as a **Certified General Contractor with the State of Florida** along with registration to conduct business in the State of Florida in all required disciplines. Proposing Bidder must provide a copy of the applicable license(s) with bid response.
 - b. The **Proposing Bidder** must have been awarded **Prime Contractor** and successfully performed **three (3) projects of similar or greater size, scope, and complexity** to the specifications of the ITB within the last **five (5) years**.
 - c. Proposing Bidder shall provide **reference letters** for **no less than three (3) projects** in which Contractor served as **Prime Contractor** for projects similar in size and scope. Please note that the references must be for the same projects in response to MQR “b” above.
 - d. Provide documentation of **Proposing Bidder’s total and single project bonding capacity** and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm. Provide documentation of your firm’s total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your firm. **Proposing Bidders shall have a single project bonding capability of at least Three Million Dollars (\$3,000,000.00)** with a surety company with an A.M. Best rating of AA or better.

2.3 VIRTUAL NON-MANDATORY PRE-BID MEETING

A virtual pre-bid conference will be held on **FRIDAY, AUGUST 2, 2024 AT 2:00 PM** via Zoom to discuss the special conditions and specifications included within this solicitation. It is strongly encouraged that bidders interested in bidding attend the Pre-Bid Meeting as a tool to be successful in responding to the City’s project.

Zoom: <https://us02web.zoom.us/j/87606821883>

2.4 EXAMINATION OF SITE

Each bidder shall visit the site of the proposed work before submitting a bid and shall fully familiarize themselves with conditions relating to construction and labor so that he or she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract. It will be assumed that the Bidder has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base Bid on their own opinion of the conditions likely to be encountered, and for the bid price must assume all risk of



variance, by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

2.5 CONTRACT TERM

The Contractor shall neither commence any work, nor enter a City work premise, until a written Notice to Proceed (NTP) from the agency directing the Contractor to proceed with the work has been received by the Contractor from the City Manager or designee; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract. In addition to the written NTP, the Contractor must supply the City with the required insurance and bond documents. The project shall be substantially completed within **one-hundred and eighty (180) calendar days** from the Project initiation specified in the Notice to Proceed and final completion shall be **sixty (60) calendar days** after Substantial Completion. The total **two-hundred and forty (240) calendar days** include weekend days and holidays.

For the purpose of this project, Final Completion shall be defined at that point after which the City Engineer or their representative, have made and approved the Final Inspection and the Punch List has been completed, and all deliverables have been provided to the City.

Failure to complete all the work within the time specified above, including any extension granted in writing by the City, shall obligate the Contractor to pay the City, as **liquidated damages** and not as a penalty, an amount equal to **One thousand five-hundred Dollars (\$1,500) for each calendar day** of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

2.6 METHOD OF AWARD

The term “lowest responsible and responsive Bidder” as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager. The bidder will also be evaluated as part of their “responsibleness” on their quality control plan, safety plan, and proposed project schedule.

The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City’s available project budget. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

Bidders will be evaluated by relevant experience, preferably with government agencies, successful past performance, no conflicts of interest, approach to the project, and whose bid best serves the interest of and represents the best value to the City in conformity with the criteria set.



The City Manager may also reject all proposals received. Section 62-8 of the City Code provides that the City may consider the following:

- The ability, capacity, and skill of the vendor to perform the Contract.
- The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the vendor with laws and ordinances relating to the Contract.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased.

2.7 SUB-CONTRACTORS

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Proposer of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

The City/City's Representative shall promptly notify the Contractor, in writing, if either the City or Engineer, after due investigation, has reasonable objections to any subcontractor on said list and does not accept them. Failure of the City or Engineer to make objection to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval by the City and Engineer.

2.8 FIRM BID PRICE

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the contract.

2.9 PERFORMANCE AND PAYMENT BOND

The City of Sunny Isles Beach **shall** require the successful Bidder to furnish a Performance Bond and Payment Bond in the amount of 100% of the total Bid Price, with the City of Sunny Isles Beach as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after issuance of the Notice of Award by the City. The Performance and Payment Bond shall continue in effect through the contract term. The bonds shall be with a surety company authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time period agreed upon.

2.10 DELIVERY & PROTECTION OF MATERIAL AND EQUIPMENT

Requirements warrant that lead-times for furnishing and delivery of equipment and supplies will need to be considered to accommodate the project timeframe. Due to long fabrication and delivery lead times, Contractor shall provide to the City a list of equipment required to maintain orderly progress of the Work and those required to order immediately upon NTP.

All material must be F.O.B. destination City of Sunny Isles Beach. The Contractor is solely liable and responsible for the purchase, delivery, and installation of all materials and equipment. The contractor will make all arrangements in regards to delivery, storage, installation, and warranty requirements. Contractor will be solely liable for receiving, inspecting, accepting, and replacing any damaged materials or equipment and filing any and all claim with suppliers or transporters. Contractor is responsible for the protection of all materials and equipment from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the City.

All bidders shall quote prices based on furnished and installed materials. Bidder shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

2.11 INSURANCE

Comprehensive General Liability Insurance

General Liability for Bodily Injury & Property Damage with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate on a primary and non-contributory basis, including the City of Sunny Isles Beach as Additional Insured, with a Waiver of Subrogation to the City and a Hold Harmless Agreement. Name The City of Sunny Isles Beach as an "Additional Insured". Coverage must be offered in 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 shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- Premises and Operation;
- Independent Contractors;
- Products and/or Completed Operations Hazard;
- Broad Form Property Damage;



- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 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.
- \$5,000,000 Umbrella/Excess Liability over and above the General Liability, Commercial Automobile Liability and Employers Liability. Coverage should also be follow-form of the scheduled underlying policies”

2.11.2 Business Automobile Liability

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. 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 the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers’ Non-City ship.

Before starting the Work, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City’s possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the Sub-Contractor(s) to carry insurance as required, and that they will require the Sub-Contractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

2.11.3 Worker’s Compensation Insurance

Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen’s and Harbor Worker’s Act, the Federal Employers’ Liability Act and the Homes Act. 4. Workers’ Compensation in accordance with Florida Statute, including Employer’s Liability of \$1,000,000. Bidder agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment

2.11.4 Builder’s Risk Insurance

– Coverage shall be “All Risk” coverage for one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s). Where contract calls for install of machinery or equipment, the policy must be endorsed to provide coverage on “All Risk” basis during transit and installation. The policy must be issued with a deductible of not more than \$50,000 per claim.



2.11.5. Cancellation and Re-Insurance

It shall be the responsibility of the bidder and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action.

NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.

2.12 PROGRESS PAYMENTS

Progress payments shall be considered based upon the Contractor's Applications for Payment submitted to the Project Manager and upon Certificates for Payment subsequently issued to the Owner by the Project Manager. The Owner shall make progress payments to the Contractor on account of the Contract Price subject to the terms and conditions in the resultant Agreement.

Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by City, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by five percent (5%) retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and City's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes.

Contractor is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle.

2.13 DIRECT PURCHASE

The City/Owner may, in its discretion, decide to directly purchase specific equipment or materials included in the Contractor's bid in order to achieve sales tax savings. A change order will be issued to reduce the contract price for the direct purchase(s). Contractor will approve the material quantities and prices for the Purchase Order issued. Materials will be shipped as directed by the Contractor. Contractor will be responsible for storing and protection all direct purchase items.



The direct purchase of materials and/or equipment by City/Owner does not relieve the Contractor of the responsibility to ensure that the equipment and material so purchased meets the specifications required for the work/project. All direct purchase equipment and materials shall be subject to the same warranties as any materials or equipment purchased or provided by Contractor.

2.14 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA) and applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services.

2.15 PERMITS

The Contractor shall obtain and pay for all licenses, permits (please refer to permit fees [here](#)) and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Miami-Dade County, or City of Sunny Isles Beach Code. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

Contractor shall always have a copy of approved permit and associated plans on the jobsite. It is the Contractor's responsibility to coordinate notice of commencement, and coordinate with the permitting authority having jurisdiction on any requirements given as a conditional approval of the permitting.

Pursuant to Florida Statute Section 218.80, the City hereby discloses that the following licenses, permit and fees and their costs are issued by the City for construction. Licenses, permits and fees applicable to this Project are within the link found below and must be obtained and/or paid by the awarded Bidder. The successful Bidder is responsible to identify and obtain all applicable licenses, permit and pay all such related fees. The costs of all licenses permits and their respective fees applicable to this Project are to be secured and paid for by the awarded Bidder.

Click [here](#) to view the permit fee schedule.

2.16 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

The Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, **Maintenance of Traffic (MOT)** inclusive of any required off duty police

officers, adequate supervision, and coordination for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose and meeting or exceeding all permit or industry standard requirements. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City Manager or his designated representative for this project.

2.17 ACCIDENT PREVENTION AND BARRICADES

Barricades, cones, construction fencing, temporary construction fencing and off duty police officers, per City regulations and other relevant requirements, shall be provided by the Contractor when work is performed in areas traversed by persons, vehicular traffic or when deemed necessary by the City Manager at no extra cost to the City. CONTINUOUS OFF-DUTY POLICE SUPPORT SHALL BE REQUIRED FOR ALL WORK RESULTING IN MODIFICATIONS TO THE EXISTING TRAFFIC FLOW PATTERNS INCLUDING BUT NOT LIMITED TO LANE CLOSURES AND DETOURS OR WHERE OTHERWISE REQUESTED BY THE CITY.

Contractor shall comply with City, State and Federal regulations and permit requirements for the placement of the proper Traffic Control Devices. Precautions shall be exercised at all times for the protection of persons and property. All services performed under this contract shall conform to all relevant regulations as prescribed in the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation's Design Standards (DS) and OSHA during the course of such effort. Where requirements vary or conflict, the more stringent shall apply. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

The Contractor is to maintain appropriate signage, guards, and flagmen for the purpose of safeguarding the general public while work is ongoing. All work shall be completed in a safe and workmanlike manner every day and the Contractor shall secure the site prior to leaving at the end of each and every day.

2.18 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by City, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

2.19 CHANGE ORDER

The Contract may only be changed by a Change Order approved by the City. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice by the Contractor delivered promptly to the City (but in no event later than

seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim. Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price or Contract Time shall be determined by the City.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The City shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

2.20 DISCREPANCIES

Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City in writing.

2.21 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc. Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

2.22 UTILITY

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. **Utility owners shall be contacted a minimum of 72 hours prior to the commencement of operations.** Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

2.23 FINAL CLEAN-UP

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work. Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The Contractor shall restore in an acceptable manner all property which, has been damaged during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area.

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document.

2.24 E-VERIFY

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

2.25 VALUE ENGINEERING

The City is open to any meaningful value engineering that would reduce the overall cost without compromising the integrity. Any innovative idea shall be included in the bid proposal.

2.26 HOURS OF CONSTRUCTION

The Contractor shall minimize the impact of this project on the general public ensuring that all service interruptions are kept to a minimum and providing temporary services, structures, and facilities as required. The existing service to the residents and businesses may not be interrupted for more than 4 hours without written permission from the City. The Contractor shall perform work between the hours 7:00 AM and 7:00 PM Monday through Thursday and 7:00 AM – 5:00



PM on Fridays; and weekends with permission or as restricted by the local jurisdiction. Work outside these hours or on weekends and holidays is prohibited without permission from the City.

2.27 WARRANTY

The drainage system supplied and installed for this Project shall be warranted to be free of defects for a period of one (1) year after completion of the Project.

2.28 PUBLIC RECORDS LAW

The City is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the ITB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT MBetancur@sibfl.net.

END OF SECTION



SECTION 3

SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.0 SCOPE OF SERVICE:

The City of Sunny Isles Beach (the "City"), a municipality located in Miami-Dade County, Florida, is requesting bids from qualified Contractors ("Bidders," "Contractors") to construct two lighted tennis courts, an operations building and community park with walking paths and workout stations, associated landscape and irrigation. The project location is 158th -159th St and Collins Ave, Sunny Isles Beach, FL 33160.

3.1 AS-BUILT RECORDS:

A complete set of as-built records shall be kept by the Contractor at the job site. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the Contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the Contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of Contract drawings to be furnished the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the City, and shall be delivered to the City prior to pre-final inspection.

3.2 SHOP DRAWINGS

The Contractor shall submit Shop Drawings for all fabricated structures, pipe asphalt mix. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.

The City Engineer's approval of the Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the City Engineer. Approval shall not relieve the Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

The Contractor shall keep one set of Shop Drawings marked with the City Engineer's approval at the job site at all times.



SECTION 4 BID RESPONSE FORMAT

4.0 FORMAT

Submit an electronic bid response on DemandStar.com. All required signatures shall be manual by an authorized representative who has the legal authority to bind the CONTRACTOR in contractual obligations. Each page of the bid should state the name of the CONTRACTOR, the bid number, and the page number. The City reserves the right to request additional data or material to support bid. All material submitted in response to the ITB will become the property of the City.

LABEL EACH SECTION AS NUMBERED

Minimum Qualification Requirements (MQRs)

Bidders must read the MQRs first to ensure you meet these requirements in order to provide a response to this ITB. Bidders that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered. Bidder must provide all MQRs as requested, in addition to the information requested below.

The proposal must be in the following format specifically addressing each criterion below:

1. Company Information

In response to this Proposal, all Contractors must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Office address and telephone number, email address
- Proof of insurance
- Bidder must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as **active**.
- W9
- Bonding Capacity Letter

2. Qualifications

Proposer's relevant experience, qualifications and past performance

- An explanation of why the Contractor is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Contractor meets or exceeds the requirements of this ITB.
- Provide a brief introduction letter highlighting the overall experience and qualifications of the Contractor with respect to the services requested under this Solicitation. Project list demonstrating this minimum experience and shall include, at a minimum: the project, date of completion, base contract amount, number and amount of change orders, if any, the name, address, and phone

number of the owner or owner's representative familiar with the work. Specifically list any projects, either complete or underway, that are located in Miami-Dade, Broward or Palm Beach, Florida Counties.

- **Bidder must address the Minimum Qualification Requirements A – D, per Section 2.2 of ITB.**

3. **Staffing**

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors

- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn.
- The composition of the staff team that will be assigned to the contract.
- The names of the employees in the area responsible for this contract
- Their function in the company.
- The name of the person who will be responsible for the coordination of work.
- Experience and qualifications of staff and satisfactory record of performance of staff
- Each proposal must identify the name(s) and address(es) of all Subcontractors, suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment. If requested by City after Bid Opening and before Award, the successful bidder shall submit to City additional detail on any or all Subcontractors or Suppliers including without limitation, pertinent information regarding similar projects, and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization.

4. **Approach / Methodology**

Proposers approach methodology to providing the services requested in this solicitation must reference:

- Suitability of the methodologies and approaches used in achieving tasks.
- Consideration for Maintenance of Traffic Plan.
- Proposed location for staging of Contractor's materials and equipment.
- Overall organization to completing the project.
- Work plan explaining how they intend on meeting the established deadlines.
- Bidders are required to provide an Emergency Response Plan with 2 Hour Response for emergency call-outs (submit with bid).
- Bidder shall specify on the attached Bid Form the estimated response/mobilization time necessary to get crews working after contract award.



- Include information on Manufacturers' warranties
- Value engineering, if applicable
- Quality assurance and quality control (QA/QC) programs

5. Corporate Standing and Authorized Signatory

Respondent must demonstrate that the company is in good standing and that the person signing this submittal is an Authorized Signatory on behalf of the respondent to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the respondent will be duly bound. The respondent must provide a copy of the State Certificate of good standing listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the respondent must provide one of the following forms of evidence of Signatory Authority with its response:

- a. A copy of firm's Articles of Incorporation listing the approved signatories of the corporation;
- b. A copy of a resolution listing the members of staff as authorized signatories for the firm; and
- c. A letter from a corporate officer listing the members of staff that are authorized signatories for the firm.

6. Litigation History

Contractor shall provide a summary of any litigation or arbitration that the Contractor, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity in Florida for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Contractor it determines to be excessively litigious.

7. Forms and Attachments

Enclosed Forms;

Respondent must complete, sign as required, and submit the Addenda and all forms; and Contractor's Current Certificate(s) of Insurance.

8. Exceptions

Bidder must list any exceptions taken to the terms and condition in this ITB.



CITY OF SUNNY ISLES BEACH

18070 Collins Ave. | Sunny Isles Beach, FL 33160

305.792.1707 | sibfl.net | Purchasing@sibfl.net

**QUALIFICATION REQUEST
INCLUDE WITH YOUR BID**

Contractor must list projects of similar project scope fulfilling the following qualification requests:

1. List Project Management Personnel. Personnel cannot be changed without written approval.

Project Manager _____

2. How many years has your organization been in business as a Contractor?

3. List current workload.

4. Is the bidder subcontracting any part of this work? If so, give details to major key subcontractor's name, address, phone number and type of work to be performed. Also, indicate the percentage of the total work to be performed by the subcontractor.

5. The business is a (sole proprietorship) (partnership) (corporation) and name of owner:



6. Has your company ever been debarred or terminated for default on a government contract?

7. Identify your debris disposal plan.

8. Bidder must list any exceptions taken to the terms and condition in this ITB.

9. Discuss what strategies the submitter will utilize to keep this project on schedule, considering long lead-times on fabrication.

10. Discuss strategies the submitter will implement to ensure the project is kept on budget.



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12. Have you personally inspected the plans and location, are there any concerns that may impede your performance on this project?

13. Describe the submitter's attributes, which make the submitter best-suited for this project.

END OF SECTION



REASON FOR “NO BID”

For Bidders choosing **NOT** to bid/propose on this opportunity, the city appreciates your response using this form.

Please return via email to Purchasing@sibfl.net.

Why did your firm choose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.

Other:



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305.792.1707 | sibfl.net | Purchasing@sibfl.net

ELECTRONICALLY SUBMIT TO:
DemandStar.com

**INVITATION TO BID
SECTION 5
BID SUBMITTAL FORMS**

**OPENING: 11:00 A.M.
AUGUST 29, 2024**

PLEASE QUOTE PRICES FURNISHED & INSTALLED, LESS TAXES, PROVIDED TO
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	Purchasing Manager:	Date Issued:	This ITB Submittal Consists of
	Genesis Cuevas	July 25, 2024	this ITB, Attachments and Exhibits

Sealed bids are subject to the Terms and Conditions of this INVITATION TO BID and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal received electronically until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**ITB 24-07-01
INTRACOASTAL SPORTS PARK**

A bid bond in the amount of 10% of the total amount of the bid will be required with your bid.

A Performance Bond in the amount of **100%** of the total amount of the bid will be required upon execution of the contract by the successful firm and City of Sunny Isles Beach

Bidder Name:



CITY OF SUNNY ISLES BEACH

18070 Collins Ave. | Sunny Isles Beach, FL 33160

305.792.1707 | sibfl.net | Purchasing@sibfl.net

**SECTION 6
BID SUBMITTAL FOR:**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: **INTRACOASTAL SPORTS PARK**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Bidder accepts all of the terms and conditions of the Advertisement or INVITATION TO BID and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Proposer represents, as more fully set forth in the Agreement, that:

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposer.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposer has not solicited or induced any person, firm or corporation to refrain from Bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The Proposer understands and agrees that the Bid is for unit prices to furnish and install individual Work Items for maintenance and/or repair work, complete in place. Estimates are provided for the purposes of Bid Evaluation and to establish unit prices for individual Work to be contracted by the City under individual Purchase Orders, based on the unit prices established under this Bid.

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.



CITY OF SUNNY ISLES BEACH

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Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. __/__/__ - __/__/__/__/__/__

**** "By signing this document the bidder agrees to all Terms and conditions of this INVITATION TO BID.***

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

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

ATTACHMENT A - PRICE SHEET

- I. Bidder must use the Bid Price Sheet to submit Bidder's price for this Project.
- II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.
- III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- IV. Bidder must completely fill out each column below, i.e., unit price and total.
- V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.
- VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.



ITB 24-07-02 Intracoastal Sports Court Complex - City of Sunny Isles Beach, FL

BID PRICE SHEET

GENERAL CONDITIONS

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Construction Surveying/As-builts	1	LS		
4	Construction Testing	1	LS		
5	Bonds & Insurance	1	LS		
6	Permit Fee	1	LS		10,000.00
7	Overhead and Profit	1	LS		
				General Conditions Subtotal	\$

PAVING, GRADING AND DRAINAGE

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
8	Site clearing (sod, landscape, tree removal)	1	LS		
9	F&I Control Structure	1	EA		
10	Miscellaneous site work and underground utilities	1	LS		
11	Building pad grading	1	LS		
12	F&I Drainage Well	1	EA		
13	F&I Drainage Structures (Manhole)	2	EA		
14	F&I Drainage Structure (Yard Drain)	3	EA		
15	F&I Drainage Well 18-inch HDPE	410	LF		
16	F&I Drainage Well 12-inch HDPE	56	LF		
17	F&I Exfiltration Trench	219	CY		
18	F&I Sidewalk	341	SY		
19	F&I Type 'D' Curb	345	LF		
20	F&I Asphalt (Parking Lot & Tennis Courts)	1740	SY		
21	Storm Pollution Prevention Measures	1	LS		
22	Regular Excavation (Cut)	464	CY		
				Paving, Grading and Drainage Subtotal	\$

WATER AND SEWER

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
23	F&I 2" Water Service HDPE	122	LF		
24	F&I 2" Irrigation Line and RPZ	1	LS		
25	2" BFP	1	EA		
26	F&I 6" Sewer line PVC	106	LF		
27	Cleanout	4	EA		
				Water and Sewer Subtotal	\$

PAVEMENT MARKING

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
28	F&I Pavement Markings & Signage	1	LS		
				Pavement Marking Subtotal	\$

HARDSCAPE

ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
29	Marble Chip/Shell Aggregate, Standard Grey Concrete, 4" thickness	4,821	SF		
30	Style "B" Concrete Paver, 8"x8", Camel Shell Stone	983	SF		
31	Style "C" Concrete Paver, 4"x8", Camel Shell Stone	240	SF		
32	Bench: Landscape Forms-Parc Vue, Backless, 72"L x 22"W x 18"H	3	EA		
33	Litter Receptacle: Uline-model: H-7234BL(Terrace Trash Can), 32gal, 26"L x 28"W x 38"H	3	EA		
34	Bike Rack: Landscape Forms-Ride, 4"W x 28"L x 26"H	2	EA		
35	10'HT Court Fencing, Black Vinyl Coated Chain Link, Windscreen	534	LF		
36	Court Cabana Shade Structure, 2 post-black powdercoated frame, shade fabric, 96"L x 72"W	1	EA		
37	Tubular Barrier Gates for Entry Drive, Hoover Fence Co-"S" Series, Double gate, 24' overall Length	1	EA		

38	Heavy Duty Basketball Goal/Backboard: Sports Play, Inc., Bent Post, 4-1/2" Gal Steel Post, 72" x 48" Acrylic Backboard	2	EA		
39	Tennis/Multi-Court Surfacing: Sportsmaster Sports Surfacing, standard court system on Asphalt	12,084	SF		
				Hardscape Subtotal	\$
LANDSCAPE					
ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
TREES					
40	Bursera simaruba - Gumbo Limbo	7	EA		
41	Conocarpus erectus - Green Buttonwood	6	EA		
42	Simaruba glauca - Paradise Tree	7	EA		
PALMS					
43	Phoenix dactylifera - date palm: matching	2	EA		
44	Sabal palmetto - Cabbage Palm	2	EA		
45	Satakentia liukuensis - Satake Palm	14	EA		
46	Veitchia montgomeryana - Montgomery Palm	4	EA		
SHRUBS					
47	Brunfelsia grandiflora - Yesterday, Today & Tomorrow	39	EA		
48	Chrysobalanus icaco "Horizontalis" - Horizontal Cocoplum	48	EA		
49	Chrysobalanus icaco "Red Tip" - Red Tip Cocoplum	105	EA		
50	Conocarpus erectus - Green Buttonwood	26	EA		
51	Ficus microcarpa "Green Island" - Green Island Ficus	962	EA		
52	Pennisetum setaceum "Alba" - White Fountain Grass	188	EA		
53	Zamia pumilla - Coontie	80	EA		
54	Stenotaphrum secundatum - St. Augustine Grass	8,000	SF		
SOIL AND MULCH					
55	Planting Soil (6" depth)	144	CY		
56	Mulch (3" depth)	33	CY		
				Landscape Subtotal	\$
IRRIGATION					
ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
57	Irrigation spray heads, nozzles, swing joints, & fittings	54	EA		
58	Bubblers, swing joints, & fittings	43	EA		
59	Rotors, swing joints, & fittings	46	EA		
60	Zone valve assembly & valve box	7	EA		
61	Controller	1	EA		
62	Lateral pipe	3,207	LF		
63	Mainline	340	LF		
64	Sleeves	80	LF		
				Irrigation Subtotal	\$
SITE LIGHTING & ELECTRICAL					
ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
65	Tennis Court Sports Lighting	1	LS		
66	Parking lot & site light poles, underground feeders, & lighting controls	1	LS		
				Site Lighting & Electrical Subtotal	\$
				SITE WORK GRAND SUB-TOTAL:	\$

NOTES:

1. Quantities were calculated based on construction document plan set dated 7/03/2024.

SITE RELATED SCOPE					
ITEM #	ITEM	QTY	UNIT	UNIT COST	TOTAL
1.00 SPECIALTY EQUIPMENT					
1.01	Not used				
				SUBTOTAL	\$
2.00 EXISTING CONDITIONS/SITWORK					

2.01	Not used				
SUBTOTAL					\$
INTRACOASTAL COURTSPTS BUILDING					
ITEM #		QTY	UNIT	UNIT COST	TOTAL
3.00 CONCRETE					
3.01	Concrete floor slab	1	LS		
3.02	Concrete beams	1	LS		
3.03	Concrete wall reinforcement / filled cells	1	LS		
3.04	Concrete footings	1	LS		
CONCRETE SUBTOTAL					\$
4.00 MASONRY					
4.01	Masonry walls - 8" thick	1	LS		
MASONRY SUBTOTAL					\$
5.00 METALS					
5.01	Aluminum wall siding	1	LS		
5.02	Vertical aluminum battens	1	LS		
5.03	Aluminum suspended ceiling panels	1	LS		
METALS SUBTOTAL					\$
6.00 WOOD, PLASTICS & COMPOSITES					
6.01	Millwork	1	LS		
6.02	Misc. rough carpentry	1	LS		
WOOD, PLASTICS & COMPOSITES SUBTOTAL					\$
7.00 THERMAL & MOISTURE PROTECTION					
7.01	Roofing and LWC - including all accessories	1	LS		
7.02	Insulation - walls	1	LS		
7.03	Firestopping and smoke sealing	1	LS		
7.04	Weather Resistant Barrier	1	LS		
7.05	Joint sealant	1	LS		
THERMAL & MOISTURE PROTECTION SUBTOTAL					\$
8.00 OPENINGS					
8.01	Storefront system	1	LS		
8.02	New single doors - metal w/ hollow metal frame (36" x 84")	1	LS		
8.03	New double doors - metal w/ hollow metal frame (60" x 84")	1	LS		
8.04	Pass-thru window	1	LS		
OPENINGS SUBTOTAL					\$
9.00 FINISHES					
9.01	Interior plaster/stucco (includes lath)	1	LS		
9.02	Epoxy painting (restroom flooring)	1	LS		
9.03	Architectural finishes / GWB and tile accessories	1	LS		
9.04	New exterior stucco (5/8" min.)	1	LS		
9.05	Exterior painting (WRB coat)	1	LS		
9.06	Interior painting	1	LS		
9.07	5/8" gypsum board wall and ceiling finish	1	LS		
9.08	1/2" Densglass sheathing	1	LS		
9.09	Wall tile - restrooms	1	LS		
9.10	Suspended acoustical ceiling tile	1	LS		
9.11	Framing	1	LS		
9.12	Stone wall finish	1	LS		
9.13	VCT Flooring	1	LS		
FINISHES SUBTOTAL					\$
10.00 SPECIALTIES					
10.01	Access panels	1	LS		
10.02	Toilet room accessories (allowance)	1	LS		
10.03	Room ID signs	1	LS		
10.04	Fire extinguishers	1	LS		

10.05	Sunshade	1	LS		
10.06	Building sign (by City)				
SPECIAL TIES SUBTOTAL					\$
11.00 EQUIPMENT					
11.01	Not Used				
EQUIPMENT SUBTOTAL					
12.00 FURNISHINGS					
12.01	Exterior Furniture	1	LS		
FURNISHINGS SUBTOTAL					\$
13.00 SPECIAL CONSTRUCTION					
13.01	Security camera infrastructure only (allowance) - does not include cameras	1	LS		
SPECIAL CONSTRUCTION SUBTOTAL					
14.00 CONVEYING					
14.01	Not Used				
CONVEYING SUBTOTAL					
15.00 FIRE SUPPRESSION					
15.01	Not Used				
FIRE SUPPRESSION SUBTOTAL					
15.20 PLUMBING					
15.21	Water closets	1	LS		
15.22	Lavatories	1	LS		
15.23	Exterior electric drinking fountain	1	LS		
15.24	Hose bibb	1	LS		
15.25	Roof drain & leaders	1	LS		
15.26	Floor drains	1	LS		
15.27	Sanitary, water, storm system	1	LS		
PLUMBING SUBTOTAL					\$
15.50 HEATING, VENTILATION & AIR CONDITIONING					
15.51	Exhaust fans	1	LS		
15.52	HVAC ductwork/supply diffusers/return grills	1	LS		
15.53	AHU, controls, VAVs, termination	1	LS		
HEATING, VENTILATION & AIR CONDITIONING SUBTOTAL					\$
16.00 ELECTRICAL					
16.01	LED interior lay-in light fixtures (2' X 2')	1	LS		
16.02	LED interior lay-in light fixtures (2' X 2') - Emergency	1	LS		
16.03	LED pendant/surface mount light fixtures	1	LS		
16.04	LED pendant/surface mount light fixtures - Emergency	1	LS		
16.05	LED exterior linear light fixtures	1	LS		
16.06	LED exterior wall mounted light fixtures	1	LS		
16.07	Batt. operated wall mounted emergency lighting	1	LS		
16.08	Switches	1	LS		
16.09	Exit signs	1	LS		
16.10	Receptacles/GFI/WP/Data	1	LS		
111.01	Panels/switchgear	1	LS		
111.02	F/A system	1	LS		
111.03	Lightning protection	1	LS		
111.04	Electrical underground	1	LS		
ELECTRICAL SUBTOTAL:					\$
BUILDING COMPLEX GRAND SUB-TOTAL:					\$
PROJECT GRAND (BUILDING AND SITE) TOTAL:					\$

ALTERNATE OPTIONS NOT INCLUDED ABOVE					

	ALTERNATES SUBTOTAL	\$
	GRAND TOTAL + ALTERNATES	\$

ATTACHMENT B – CIVIL & BUILDING CONSTRUCTION DOCUMENTS

ATTACHED SEPARATELY IN DEMANDSTAR





CITY OF SUNNY ISLES BEACH

18070 Collins Ave. | Sunny Isles Beach, FL 33160

305.792.1707 | sibfl.net | Purchasing@sibfl.net

ATTACHMENT C – GEOTECHNICAL REPORT



ATTACHMENT C



February 21, 2024

Mr. Mark Castano, P.E.
Keith & Associates, Inc.
301 E. Atlantic Boulevard
Pompano Beach, Florida 33060

Re: Report of Subsurface Exploration & Geotechnical Engineering Study
Intra Coastal Sports Complex
15800 Collins Avenue
Sunny Isles Beach, Florida
NV5 Project No. 17990

Dear Mr. Castano:

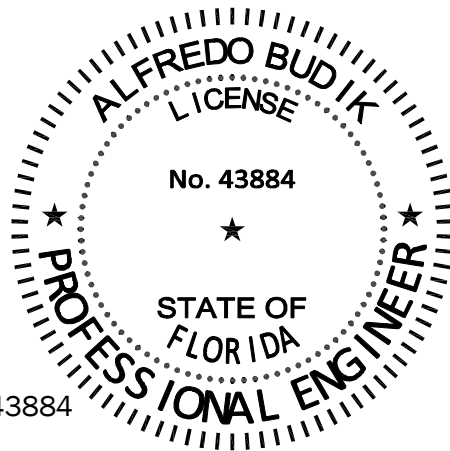
NV5, Inc. submits this report in fulfillment of the scope of services described in our Proposal No. 22-0299Rev1 dated April 6, 2022. The work was authorized by acceptance of our Professional Services Agreement. This report describes our understanding of the project, presents our evaluations, and provides our professional opinions and recommendations for foundation design and construction of the proposed project.

This report should be read in its entirety. The user of this report is encouraged to contact NV5 to discuss our findings and to ensure clarity regarding the evaluations and recommendations contained herein.

Sincerely,
NV5, Inc.

This document has been digitally signed and sealed by:
Digitally signed by Alfredo Budik
Date: 2024.02.21 12:36:08-05'00'
Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies

Alfredo Budik, P.E.
Senior Engineer
Florida License No. 43884



Qingyi "Tom" Qian, Ph.D., P.E.
Senior Geotechnical Engineer
Florida License No. 78655

Distribution: 1 Copy to Addressee via Email
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f:\doc\nv5 reports\17990_intra coastal sports court_15800 collins avenue_sunny isles_geo_keith & associates_acip_helical_perc_02-21-24.doc

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FIGURES

Drawing 1	Site Vicinity Map & Test Location Plan
Drawing 2	Boring Summary Sheet

APPENDICES

Appendix A	Boring Log Data (A-1 through A-5)
Appendix B	Field Permeability Test Data (B-1)

1.0 SITE AND PROJECT INFORMATION

The project site is located on the northwestern corner of the intersection of Collins Avenue and 158th Street in Sunny Isles Beach, Florida. A site vicinity map is presented on Drawing 1. According to the Miami-Dade County Property Appraiser's webpage, the site corresponds to folio numbers 31-2214-004-0180 and 31-2214-008-0071. It is bounded by a parking lot to the north, 158th Street to the south, Collins Avenue to the east, and by a parking lot and the Intracoastal Waterway to the west. The site comprises a rectangle measuring about 115 by 215 feet in plan and is presently vacant. We were not provided with site topographic information but estimate site grades to be on the order of +6 feet relative to the 1929 National Geodetic Vertical Datum (NGVD).

We understand the site will be redeveloped with a park comprising a small welcome building with storage and restrooms, new asphalt paving and other hardscape, including multiple game courts, and new landscaping. Structural loads were not provided. We estimate column and wall loads to be on the order of 50 kips and 3 kips per linear foot, respectively. We assume ground floor slabs will be loaded to around 150 pounds per square foot.

2.0 PURPOSE AND SCOPE OF WORK

The purpose of our services on this project is to explore the subsurface conditions in order to provide recommendations for foundation design and construction. Specifically, this report provides:

- ◆ Drawings showing boring locations, a graphic summary of the generalized subsurface conditions, and boring logs with detailed descriptions of the materials encountered.
- ◆ Discussion of generalized subsurface conditions at the site including groundwater levels and hydraulic conductivity.
- ◆ Discussion of feasible foundation type(s) for the proposed construction.
- ◆ Design parameters for the recommended foundation types, including vertical and lateral load resistance.
- ◆ Estimates of foundation settlements.
- ◆ Recommendations for site preparation and grading, including the re-use of site-excavated materials for fill, fill placement and compaction, and slab subgrade preparation.
- ◆ Construction considerations including excavation support and dewatering, existing structure foundations, and impacts for adjacent structures.

3.0 FIELD EXPLORATION

Our field exploration consisted of performing test borings and a field permeability test as described below. The test locations depicted on Drawing 1 were marked and identified in the field by NV5. It should be noted that the test locations shown are approximate. If accurate as-built test locations are required, they should be surveyed. The test data reported herein reflect our interpretation of conditions at the specific test locations only, and at the time the tests were performed.

3.1 BORINGS

Two (2) test borings were drilled for this project to 27 and 35 feet below existing grade. The borings were drilled in accessible locations with a truck-mounted drill rig utilizing the rotary wash method.



Samples of the subsurface materials were recovered at roughly 2-foot intervals within the upper 10 feet of the borings and at approximately 5-foot to 15 feet below grade, and 2-foot intervals thereafter using a Standard Penetration Test split-spoon sampler (SPT) in substantial accordance with ASTM D-1586, "Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils." This test procedure drives a 1.4-inch inner-diameter split-tube sampler into the subsurface profile using a 140-pound hammer falling 30 inches. The total number of blows required to drive the sampler the second and third 6-inch increments is the SPT N-value, in blows per foot, and is an indication of material strength. Upon completion of the borings, the boreholes were backfilled with soil cuttings and the upper few feet closed with cement grout.

The soil/rock samples recovered from the borings were initially classified in the field. The collected samples were later re-examined in the laboratory by a geotechnical engineer to confirm field classifications. Visual soil classifications were made in accordance with ASTM D2487 and ASTM D2488. The results of the classification and consequent generalized stratification are shown in Drawing 2, the boring summary sheet, and in the records of test borings in Appendix A (sheets A-1 through A-5). Strata contacts shown on these drawings are approximate.

3.2 FIELD PERMEABILITY TEST

NV5 performed also one (1) field permeability test to 15 feet deep at the location shown on Drawing 1. The test was performed in general accordance with the South Florida Water Management District's *Usual Open Hole Procedure*. Test results are presented in Appendix B (sheet B-1).

4.0 LOCAL GEOLOGY AND GEOLOGIC HAZARDS

4.1 LOCAL GEOLOGY

Miami-Dade County is located on the southern flank of a stable carbonate platform on which thick deposits of limestones, dolomites and evaporites have accumulated. The upper two hundred feet of the subsurface profile is composed predominantly of limestone and quartz sand. These sediments were deposited during several glacial and interglacial stages when the ocean was at elevations higher than present.

In many portions of Miami-Dade County, surface sand deposits of the Pamlico Formation are encountered. The Pamlico sands overlie the Miami Limestone. In western Miami-Dade County, portions of the Everglades Region interfinger with the Pamlico sand. The Everglades soil consists of peat and calcareous silt (marl).

The Miami Limestone is a soft to moderately hard, white, porous to very porous, sometimes sandy, oolitic calcareous cemented grainstone. The formation outcrops in portions of Miami-Dade County. The Miami Limestone has a maximum thickness of about 35 feet along the Atlantic Coastal Ridge and thins sharply near the coastline and more gradually in a westerly direction. The Miami Limestone was formed about 130,000 years ago at a time when the sea level was twenty-five feet higher than it is today. This environment facilitated formation of concentrically layered sand sized carbonate grains called oolites. These grains formed by repeated precipitation of calcium carbonate around the nucleus of a sand or shell grain.

The Miami Limestone can be separated into two facies: the barrier bar oolitic facies and the tidal shoal limestone facies. The barrier bar facies is characterized by lenses of oolitic limestone

separated by intermittent, 1-inch thick or less, uncemented sand layers (cross-bedded limestone). Zones of higher porosity are characteristic and parallel the bedding planes of the cross-bedded limestone. The tidal shoal limestone facies is characterized by a distinct lack of bedding planes. In addition, burrowing organisms have churned previously deposited sediments, which have resulted in high porosity channels in the rock. These ancient channels give the rock an appearance of a hardened sponge in some areas.

The Fort Thompson Formation underlies the Miami Limestone, and includes sand, sandstone, and limestone. The upper zones of the Fort Thompson Formation consist of sand having a thickness ranging from 5 to 35 feet. The remainder of the formation consists of coralline limestone, quartz sandstone, sandy limestone and freshwater limestone. The type of soils within the formation and the degree of cementation vary with lateral extent and depth.

The Fort Thompson Formation is underlain by the Tamiami Formation. The Tamiami Formation consists of sands, silts, clays, and sometime fossiliferous limestone. The upper portions of the Tamiami Formation are permeable and make up the lower reaches of the Biscayne Aquifer. This formation ranges in thickness from zero to 300 feet in South Florida.

4.2 GEOLOGIC HAZARDS

The South Florida area is relatively free of geologic hazards. The region is not considered seismically active. Consequently, hazards such as ground shaking, liquefaction, lateral spreading, and ground rupture that are normally associated with earthquakes and other seismic activity are generally not a factor for the design of structure foundations in South Florida. Based on the 2021 International Building Code, a Site Class D classification is considered appropriate for this site.

Karst topography that is associated with the formation of sinkholes and other underground discontinuities in carbonate rock formations in the central and northern portions of Florida is generally not found in South Florida. Any discontinuities in the limestone due to solutioning of the rock are typically very limited in vertical and lateral extent and are usually not considered a factor in the design of foundations in the local practice.

5.0 SUBSURFACE CONDITIONS

5.1 BORINGS

In general, the subsurface conditions encountered in the borings are generally consistent with the geology described above. The detailed subsurface conditions are presented graphically in the attached boring summary sheet and in more detail on the records of test boring sheets.

Layer 1 – Limestone Fragments/Sand:

This surficial layer consists of light brown to gray limestone fragments and by tan sand with shells that extends to about eight (8) and 9 feet below the existing grade in the borings. This layer is covered with about two (2) inches of pavers. A thin layer of brownish yellow silt and sand was encountered in Boring B-2 between depths of six (6) and 7 feet below grade. SPT N-values recorded in Layer 1 range from three (3) to 42 blows per foot (bpf), with an average value of around 16 bpf.

Layer 2 – Peat:

Below the sand is a layer of dark brown peat encountered at around eight (8) and 9 feet below grade. This compressible layer extends to nine (9) and 15 feet below grade in the borings and is about one (1) and 7 feet thick. A gray sand layer about one (1) foot thick was

found in Boring B-2 beneath the peat and extended to approximate 10 feet below grade. The recorded SPT N-values in the peat layer ranges from one (1) to 6 bpf. The average SPT N-values is about three (3) bpf.

Layer 3 – Silt:

This compressible layer was encountered at about 10 and 15 feet below grade and consists of gray and dark gray silt. It extends to about 24 feet below grade and the thickness is eight (8) to 14 feet. Boring B-1 encountered gray sand between depths of 21 and 22 feet below grade. The recorded SPT N-values in the silt ranges from less than one (1) to 3 bpf and the average SPT N-values is less than one (1) bpf.

Layer 4 – Limestone:

This layer consists of light brown and light gray limestone encountered at about 24 feet below grade and extends to the termination depths of the borings at about 27 and 35 feet below grade. This layer is at least 3 feet thick. The recorded SPT N-values vary from three (3) to 50 bpf. The average SPT N-values is about 31 bpf.

For the layers described above, Table 1 below summarizes our estimates of engineering parameters considered pertinent to the design of foundations for proposed structures.

TABLE 1 - SUMMARY OF ESTIMATED PERTINENT ENGINEERING PARAMETERS

Layer ID	Description	Thickness (ft.)	SPT N-values		Modulus of Elasticity (ksf)	Unconfined Compressive Strength (ksf)	Allowable Side Shear (ksf)
			Range	Avg.			
1	Limestone Fragments/ Sand	8 - 9	3 - 42	16	300	-	-
2	Peat	1 - 7	<1 - 6	3	100	-	-
3	Silt	8 - 14	<1 - 3	<1	100	-	-
3	Limestone	3+	3 - 50	31	10,000	300	3

We note that the values of allowable side shear estimated in Table 1 above are based on our experience and laboratory data from similar rock that we have tested.

Groundwater

Groundwater was encountered at depths of about 5.3 and 5.5 feet below the existing ground surface. It should be noted that groundwater readings during drilling might not represent stabilized groundwater levels. Stabilized water levels would be best obtained by installing groundwater monitoring devices and taking readings over an extended period. NV5 can provide these services if they are of interest to the project development team.

Based on the assumed grade elevation, the water table is about +0.5 and +0.7 feet NGVD. On average, stabilized groundwater levels in the general vicinity of the project are expected to vary between approximate elevations 0 to +4 feet, NGVD, the variations being primarily the result of seasonal rainfall and tidal fluctuations in the nearby water bodies. Nonetheless, it should be noted that groundwater levels outside the ranges stated above were encountered during the soil study and could be encountered during construction. Storm, hurricane events, and construction activities can also result in the variations in the groundwater levels. Notwithstanding the variations acknowledged, we anticipate that



stabilized groundwater at the site will generally be encountered within the upper five (5) to 10 feet of the existing ground surface elevation.

5.2 FIELD PERMEABILITY

The result of the open-hole field permeability (drainage) test performed at the site is presented in the table below:

TABLE 2 – SUMMARY OF FIELD PERMEABILITY TEST RESULT

Test ID	Test Depth (ft.)	Hydraulic Conductivity (cfs/ft ² -ft. head)
P-1	15	2.59 x 10 ⁻⁰⁴

It should be noted that the above result is un-factored and represents the conditions at the test location at the time of the test. To account for potential variations in hydraulic conductivity across the site the designer should apply an appropriate safety factor to the reported value. The permeability test data are presented in Appendix B.

6.0 EVALUATION AND DISCUSSION

6.1 FOUNDATION SUPPORT

Based on the results of the field exploration and our engineering analyses, we consider the site suitable for the proposed construction from a geotechnical engineering perspective. The primary concerns for foundation design and construction includes support of the proposed new structures loads without unacceptable settlement.

Given the presence of the compressible peat and silt near the surface, we consider that deep foundation system is appropriate for the proposed new construction.

Consistent with current practice in the South Florida area we consider augered, cast-in-place (ACIP) piles are appropriate for this project. Other deep foundation systems such as driven piles and drilled shafts are not considered to be appropriate. In addition to the noise nuisance, vibrations from driven pile foundations could adversely impact existing buildings on the site as well as those on adjacent properties. Additionally, it could be difficult to penetrate the hard zones in the limestone rock at the site to sufficient depths to provide adequate uplift capacity on the driven piles. Drilled shafts are typically economically feasible and attractive only where they are used to carry very large loads that sufficiently justify the slower installation rates and other installation difficulties attendant with such foundations.

We conclude that the proposed development can be supported on 14-inch-diameter piles on the order of 30 feet long below existing grade.

As an alternative method to transfer the loads to the competent bearing layer, helical piles can also be used. The helical piles would be on the order of 26 feet below grade and securely screwed into Layer 4 limestone.

Our recommendations for foundation design and construction are presented in Section 7 of this report.

6.2 ESTIMATED SETTLEMENT

We estimate that foundations that are properly designed and constructed as recommended herein will experience total settlements of one (1) inch or less and maximum differential settlements of ½ inch. Given the granular nature of the subsurface materials at the site, we predict settlement will occur coincidental with the application of the building dead and live loads and for a short time after. Construction joints should be provided between the new and existing slabs to allow them to move independently.

6.3 IMPACTS OF SILT AND PEAT LAYERS

It is noteworthy that the borings encountered near-surface silt and peat. The silt and peat are weak and therefore compressible. Stresses due to new fill could reach the compressible materials and cause settlement, especially where the materials are closer to the ground surface. Such settlement from filling could cause downdrag loads on adjacent pile foundations, and could adversely impact any pavements/pavers or miscellaneous structures supported on shallow foundations over these fills. Therefore, filling beneath new structures and pavements/pavers should be kept to a minimum. Depending on the importance of the structures that could be potentially impacted by these settlements, it may be prudent to consider pile support of such structures.

6.4 MISCELLANEOUS ENVIRONMENTAL IMPACTS

Environmental forces consist of sinkholes, freeze thaw damage, shrinking and swelling soils, and hurricane scour can affect the performance of a foundation system. Sinkholes, freeze-thaw, and shrinking/swelling soils are generally not of concern in the South Florida area. While a detailed study of hurricane scour was outside the scope of this study, it is nonetheless our opinion that the foundation systems recommended herein when properly designed and constructed, will resist hurricane scour forces. It is therefore our opinion that these specific environmental forces have a low risk (on a scale of low, moderate, high) of adversely affecting foundation performance at this site provided the foundation system is designed and constructed as recommended herein.

7.0 RECOMMENDATIONS

Our recommendations for geotechnical design and construction of the proposed project are provided in the following sections.

7.1 SITE PREPARATION AND GRADING

1. Geotechnical site preparation for construction should consist of removal of all existing structures, foundations, pavements, underground utilities, and other deleterious materials within the proposed addition footprints plus a five-foot perimeter where possible. Any voids created by the removal of these deleterious materials should be properly backfilled as described in the paragraphs below.

We are not aware of the site development history beyond its current condition. Where old spread or other foundations are encountered, they should be removed and replaced with compacted fill if they interfere with new foundations or utilities. If the old foundations do not interfere with new construction, they could be left in place. Backfilling of old foundation excavations should be performed in accordance with the recommendations provided in this report.

After preparation as described above, areas for structures that will have pavements on grade should be proof-rolled. Proof-rolling should include planned development footprints plus a five-foot perimeter. The densification should be observed by NV5 to identify and mitigate any weak subgrade conditions evidenced by yielding or rutting at the wheels of the compactor.

2. New structural fill should consist of either inorganic, non-plastic sand having less than 10 percent material passing the No. 200 sieve, or crushed limestone with a maximum rock size of six (6) inches. In particular, fill soils placed within the upper 12 inches of the subgrade of building slabs on grade should consist of either sand with less than 10 percent passing the number 200 sieve, or crushed limestone with a maximum particle size of three (3) inches.

Based on our boring data, Layer 1 that consist of clean sands and limestone fragments should satisfy the fill criteria. The materials might require localized sorting and moisture-conditioning prior to re-use. Topsoil, organics, silt and peat should not be used as structural fill. In any event, representative samples of the fill soils should be collected for classification and compaction testing. The maximum dry density, optimum moisture content, gradation, and plasticity should be determined. These tests are needed for quality control of the compacted fill.

3. Fill soils should be placed with loose lift thicknesses of not more than 12-inches, moisture-conditioned to within two (2) percent of the optimum moisture content based on ASTM D-1557, and compacted to a minimum 95 percent relative compaction¹. One test should be performed for each 2,500 square feet of proof rolling and fill area per lift of fill soils. If during the compaction process, the fill shows evidence of yielding under the weight of the compactor, it should be removed and replaced with dry granular fill described above. Fill particles exceeding one (1) inch in size should not be allowed to nest within the fill.
4. The vibrations produced by the operation of the roller/compactor should be monitored for potential adverse effect on adjacent existing structures, pavements, and utilities. If existing foundations and nearby structures will be affected by the vibration of the compactor, the compaction procedure may require modification as approved by NV5.

7.2 FOUNDATION SUPPORT

7.2.1 ACIP

1. Our recommended tip elevation, allowable pile axial capacities, and grout strength for foundation support are presented in the table below.

TABLE 3 - SUMMARY OF ACIP PILE ALLOWABLE CAPACITIES

Pile Diameter (in)	Minimum Pile Tip Elevation (ft. NGVD)	Allowable Compression (kips)	Allowable Tension (kips)	Allowable Lateral Load (kips)	Minimum Grout Strength (ksi)
14	-24	80	40	4	5

Notes:

- i. Minimum pile tip elevation based on the assumed site grade of +6 feet NGVD at the time of the borings.
- ii. Required grout strength is for a 28-day test.
- iii. Allowable lateral load is for lateral movement 1/2 to 3/8 inch.

¹ Relative compaction refers to the in-place dry unit weight of a material expressed as a percentage of the maximum dry unit weight of the same material as determined in the laboratory using the Modified Proctor procedure (ASTM D1557).

2. For computer structural modeling of the building, an initial vertical spring constant of 80 kips per inch (kpi) may be used for the 14-inch-diameter piles. The vertical spring constant is the working pile load divided by the estimated pile settlement and is based on our experience and a review of available pile load test data in similar subsurface conditions. The initial spring constant value should be refined as the structural model is developed. The design value used should match the settlement estimates.
3. To evaluate the lateral capacity of the piles, we performed lateral load analyses using the LPILE computer program to estimate the performance of the piles under lateral loading. In the analyses, we have considered the simultaneous application of about 25 percent of the compression loads along with the lateral loads in Table 3 above. A fixed head condition was assumed for the pile. Modification factors of 0.4 and 1 respectively were applied to p-y soil resistance values to consider the effect of pile grouping since the LPILE program analyzes a single-pile condition only. Our recommendations for allowable pile lateral capacities for the fixed head condition are presented in Table 4 below.

TABLE 4 - SUMMARY OF PILE LATERAL LOADS AND BENDING MOMENTS

Pile Diameter (in)	Allowable Lateral Load (kips)	Maximum Bending Moment (in-kips)	Depth to Maximum Moment (ft.)	Depth to Zero Moment (ft.)
14	4	190	0	28

Notes:

- i. Lateral load capacities based on maximum pile head movement of ¼ to 3/8 inch.
- ii. Bending moments listed above are un-factored.
- iii. The depths in table above referenced to the bottom of pile cap/top of pile.

The recommended pile lateral capacities assume that the piles and their caps can safely tolerate horizontal deflections on the order of ¼ to 3/8 inch. If required, we can provide higher lateral capacities associated with batter piles or with vertical piles where larger horizontal pile head deflections are allowed. The pile lateral resistance can be assumed to act at the base of the pile cap.

4. Resistance to lateral loads can be provided also by passive pressure acting on the pile caps and grade beams. However, this lateral resistance mode should not be used in conjunction with the lateral resistance as the larger deflections required to mobilize the passive resistance on foundation elements might not be consistent with those used for the pile lateral capacities presented above. Equivalent fluid densities of 180 and 80 pounds per cubic foot may be used to compute the passive pressures acting against the sides of the pile caps and grade beams above and below the groundwater table respectively. Passive resistance of the upper one foot of soil should be neglected, unless it is confined by a slab or pavement. Frictional resistance between the soil and bottom foundation elements should be ignored. The above values include a factor of safety of at least 1.5.
5. Pile reinforcing should be designed by the structural engineer to resist the tension and lateral forces applied to the pile systems. We recommend that piles resisting tension loads be reinforced over their entire length. The information provided in Table 4 above should be used to design the reinforcing for piles resisting lateral loads. If the pile is not reinforced over the entire length, we recommend as a minimum, a single No. 7 bar be installed the full length of the pile to verify pile cross-section continuity.

It should be noted that the lateral load capacities provided above assume pile reinforcement of approximately one (1) to 2 percent. If the actual pile reinforcement differs significantly from this assumption, it might become necessary to revisit the lateral load recommendations provided in Table 4 above.

6. Foundations should be designed so that a minimum center-to-center pile spacing of three (3) pile diameters is maintained.
7. It has been widely held locally that for piles with a compression load of less than 80 kips no pile load test is required. We recommend that the local building official confirm this is acceptable for this project.
8. Piles should be installed within three (3) inches of specified plan location, and within two (2) percent of vertical or batter line.
9. During grouting of the pile excavation, the auger should be raised at a rate consistent with the capacity of the pump to ensure the entire pile shaft is uniformly grouted and to prevent caving of soils into the pile excavation. The actual grout volume for each ACIP pile should be at least 15 percent greater than the theoretical pile volume. Grout volume greater than 15 percent should be expected in the compressible silty zones. A grout head of at least five (5) feet should be maintained throughout the grouting of the pile shaft.
10. If during pile grouting any abnormalities such as sudden pressure drop or low grout take for a given interval of pile length are observed, the auger should be re-advanced to about five feet below the elevation where the anomaly was observed and the pile shaft properly re-grouted. Pumping should continue while the auger is rotated back down to the required remedial depth.
11. New piles should not be installed close to newly installed piles before the existing pile grout has started to set. Per the Florida Building Code, piles should not be installed closer than six (6) diameters within 12 hours.
12. Grout should be sampled during piling installation at a minimum frequency corresponding to the greater of one set of at least seven cubes each morning and afternoon during production or one set of at least six cubes for each 50 cubic yards of grout placed. Cubes should be tested for compressive strength at intervals of seven (7), 14, and 28 days. At least three (3) cubes should be tested at 28 days. Any remaining cubes should be retained for subsequent intermediate or 56-day breaks if required.
13. The steel reinforcement should be installed into the pile shaft immediately upon withdrawal of the grouting auger. Spacers should be fitted to the reinforcing cages to assure that they remain centered within the grouted shaft and maintain the required side cover. If obstructions are encountered during insertion of the steel cage, the cage should be extracted, the pile shaft re-drilled down to the originally drilled elevation and re-grouted to the ground surface, and the reinforcement re-installed.
14. An NV5 inspector should provide full-time quality control inspection to document the excavation and grouting of each pile and to provide, in conjunction with a licensed office engineer, any necessary field adjustments of pile tip elevations.

7.2.2 Helical Piles

1. The proposed structures can also be supported using helical piles such as A.B. Chance helical piles RS2875.203 round shaft or equivalent.
2. We recommend that each pile consist of a 14-inch-diameter helix configuration designed for the allowable loads provided below.

TABLE 5 - SUMMARY OF HELICAL PILE ALLOWABLE CAPACITIES

Helix Diameter (in)	14
Allowable Compression Load (kips)	15
Allowable Tension Load (kips)	3
Allowable Lateral Load (kips)	0
Est. Length Below Existing Grade (ft.)	26

3. The contractor should be aware that is possible pile lengths may vary depending on actual site conditions. The helical piles would be securely screwed into Layer 4 limestone.
4. Helical piles should be spaced a minimum three (3) feet apart.
5. Measurement of installation torque can provide an indication of capacity. A calibrated gauge should be used during pile installation. We recommend the contractor provide the torque requirements based on the specific anchor design to meet the recommended pile capacities.
6. The piles shall be installed within two (2) inches of the specified plan location and within two (2) percent of vertical.
7. Connections of the helical piles to the pile cap should be as recommended by the manufacturer.
8. Lateral loads on the pile caps can be transferred to the bearing layer using inclined (battered) piles. Helical piles have little to no lateral capacity.
9. The final helical selection and design should consider corrosion potential. Due to the variable types of helical anchors available, the Contractor should submit the design of the pile for review by NV5 and the project structural engineer. The design should be performed and signed and sealed by a Professional Engineer registered in the State of Florida.
10. NV5 should monitor the installation of the helical piles to assure that the piles are installed in accordance with the recommendations provided herein. If Ownership retains another geotechnical engineer to observe foundation installation, that engineer will be required to accept full responsibility for the foundation performance.

7.3 GROUND FLOOR SLABS

1. Ground floor slabs should be structurally supported due to the presence of the silt layer. Driveways and the sports courts can be supported on grade if settlement tolerances of about 1.5 inches are acceptable. Otherwise, they should be pile supported. Placement of a geogrid should be considered to better distribute the loads and control localized depressions.

2. Slabs should be reinforced for the loads that they will sustain and construction joints should be provided at frequent intervals.
3. Slabs in contact with soil are subject to movement of moisture from the soil upward through the slab. To prevent such moisture vapor transmission, a moisture barrier should be placed on the slab subgrade, and should be protected from damage during construction. Construction joints should be provided with water stops in any permanently submerged areas.

7.4 EXCAVATION AND DEWATERING

1. Shallow excavations into the near-surface materials will likely stand vertical for short periods of time only. The excavation sides will unravel over time as they are exposed to weather and construction traffic. Localized weak sandy zones could become loose if unsupported. Deeper excavations, especially those that extend below the groundwater table, as well as excavations that will remain open for longer periods of time will require support in the form of temporary shoring or sliding trench boxes to prevent instability of excavation walls and to protect workers from injury. All excavations should comply with Occupational Safety and Health Administration (OSHA) design and safety requirements. Shoring designs should be signed and sealed by a Florida-licensed professional engineer, and should be provided for the Owner's review.
2. Average groundwater elevation is expected to be approximately between Elevation 0 and +4 feet NGVD for this site. As stated above, groundwater levels outside this range could be encountered during construction. Dewatering for foundation excavations is not anticipated to be a significant factor for this project. Nonetheless, some dewatering could be required for installation of deeper foundations, and utilities and appurtenances. We judge that localized dewatering of foundation excavations can be accomplished using pumps and sumps. Dewatering of larger excavations and larger volumes such could require the installation of well points or other dewatering systems.

It should be noted there are two components to the dewatering process. The first is extracting the water from the subsurface and the requirement of the project to maintain a dry excavation to allow construction to proceed. The other component is the ability to discharge the volume of water extracted. The contractor must ensure this capability exists for the site such that all dewatering and consequent effluent discharge will meet the requirements of the local jurisdictional agencies including Miami-Dade County, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation, and South Florida Water Management District (SFWMD) as appropriate. This study did not include specific testing or analysis to determine if dewatering is feasible or if adequate discharge is available. Ultimately, dewatering of the site to facilitate construction is the contractor's responsibility.

During dewatering the adjacent properties must be monitored for adverse impacts from dewatering drawdown.

The dewatering subcontractor should submit a proposed design for dewatering operations to the owner for review and approval prior to commencing work.

7.5 OTHER RECOMMENDATIONS

1. NV5 should participate in the design development phases of this project in order to modify the recommendations provided above as changes occur during the design development process.
2. Vibrations from construction activities could have an adverse impact on adjacent structures. We recommend that pre- and post-construction surveys of adjacent structures of concern be conducted to document conditions. We recommend also vibration monitoring be performed at adjacent structures during site preparation activities.
3. NV5 should participate in the evaluation of field problems as they arise and recommend solutions. We should also be involved with site work activities so we can address needed changes to the foundation recommendations if site conditions different from those described herein are encountered. NV5 should observe and test the foundation installation to satisfy the requirements of the Florida Building Code and municipal agencies.

8.0 REPORT LIMITATIONS

This report has been prepared pursuant to our proposal 22-0299Rev1 between Keith & Associates, Inc. (“client”) and NV5 dated April 6, 2022, and in general accordance with the standard of care ordinarily practiced by members of Consultant’s profession performing similar services on similar projects in similar localities; no other warranty is expressed or implied. The report should be read in its entirety. NV5 is not responsible for misinterpretations arising from reading sections of the report only.

This report has been prepared for the exclusive use of the Owner and other members of the design/construction team for the specific site(s) and project(s) discussed in this report. The report should not be used for any other site(s) or project(s) without express written permission from NV5.

The evaluation and recommendations submitted in this report are based in part upon the data collected from the field exploration. These data were collected at specific locations and describe subsurface conditions encountered at those specific locations at the time(s) the field explorations were made. Further, the plan area of the field test locations is relatively small as compared to the total site area. Consequently, subsurface conditions could be different at site locations other than those tested. The nature or extent of variations throughout the subsurface may not become evident until the time of construction. If variations later become evident, it may be necessary for NV5 to revisit the recommendations provided in this report.

In the event changes are made in the nature, design, or location(s) of the proposed project construction, the conclusions and recommendations contained in this report cannot not be relied upon unless the changes are reviewed by NV5, and the conclusions and recommendations herein are either verified or modified as needed in writing by NV5. Therefore, NV5 must be informed of any such changes if those changes are not addressed in this report.

The scope of services performed by NV5 did not include any environmental assessment or investigation for the presence or absence of wetlands, sinkholes, chemically hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around the site.

NV5 should be retained to provide consultation to the ownership and design team during the design development phase of the project, to review final foundation specifications and review foundation



design drawings in order to ascertain that its recommendations have been properly interpreted and implemented. Furthermore, NV5 should be retained to provide inspections during geotechnical construction. If NV5 is not afforded the opportunity to participate in foundation installation as recommended in this report, client agrees that NV5 has no responsibility for the interpretation of the recommendations made in this report or for foundation performance.

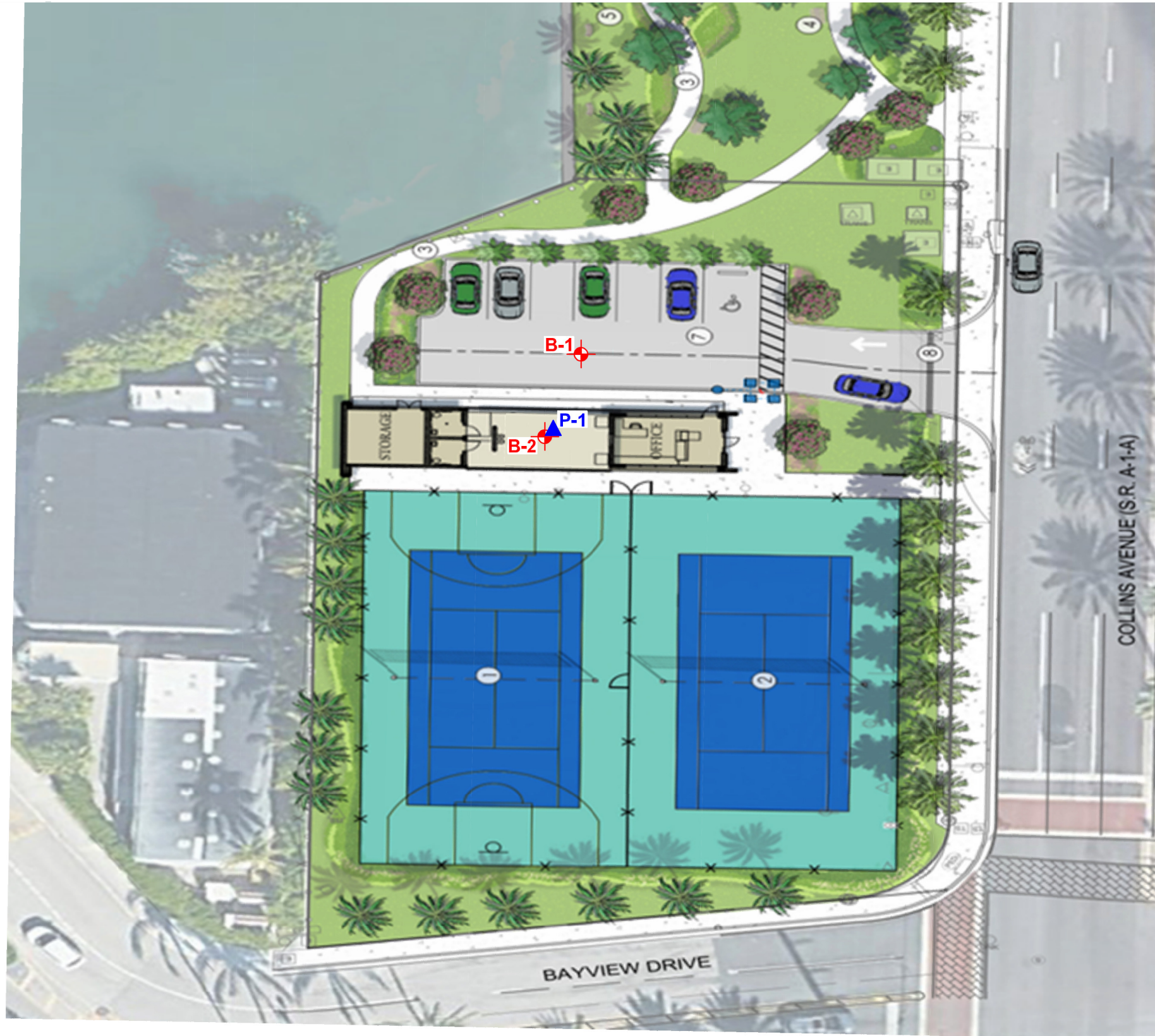
9.0 CLOSURE

We appreciate the opportunity to provide specialized engineering services on this project and look forward to an opportunity to participate in construction related aspects of the development. If you have questions about information contained in this report contact the writer at 305.901-2151.

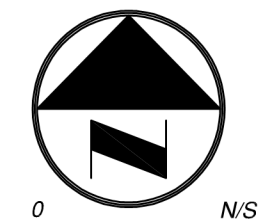
DRAWINGS

NIV5

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL





Site Vicinity Map



Approximate Scale in Feet

LEGEND:

-  - Number & Approximate Location of Test Boring.
-  - Number & Approximate Location of Percolation Test.

NOTES:

1. Test locations shown are approximate.
2. Test location symbols are not to scale.
3. Base drawing was taken from conceptual design, with no author and date, provided by the Client.



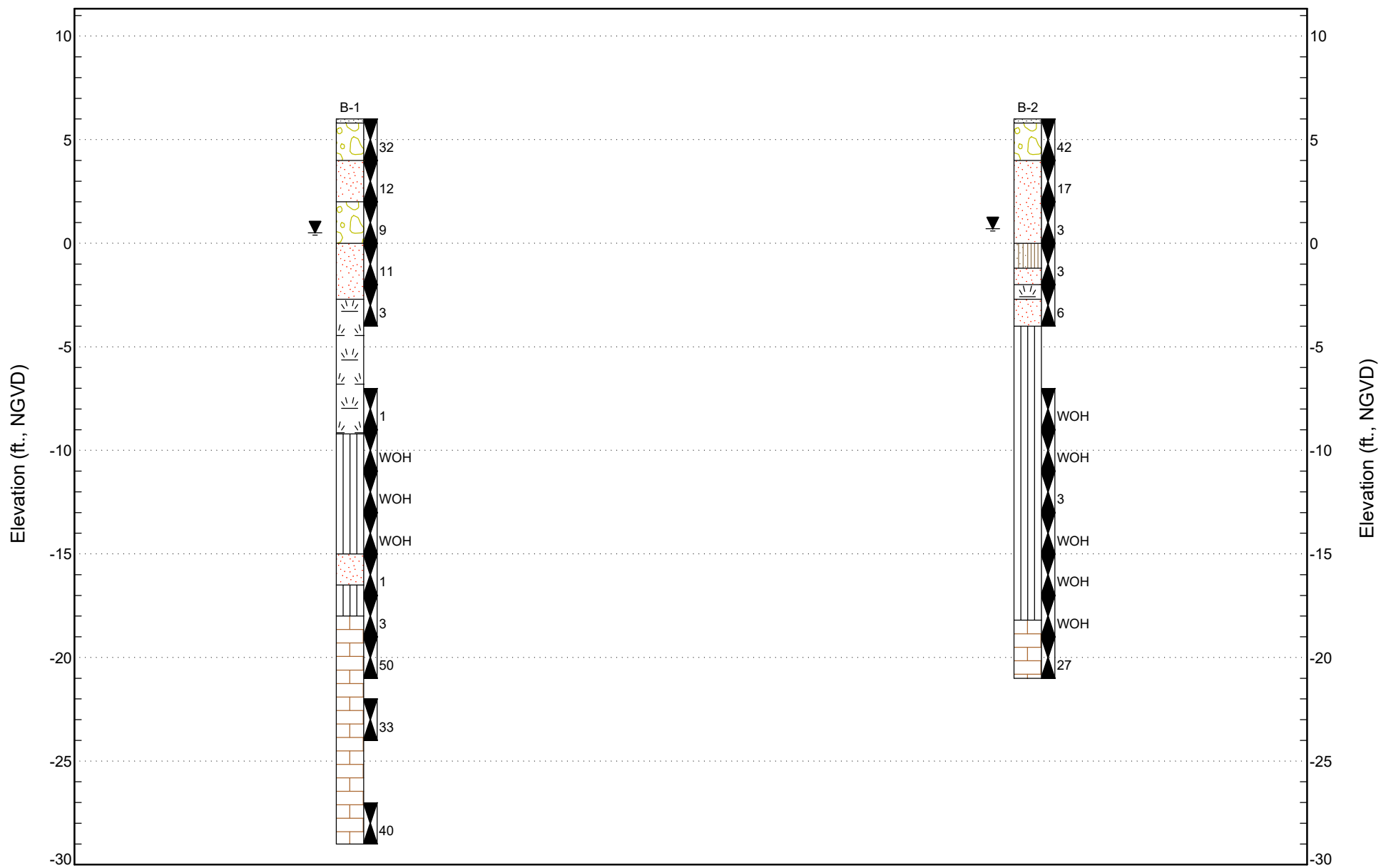
DRAWING TITLE: Site Vicinity Map & Test Location Plan
PROJECT NAME: Intra Coastal Sports Court
PROJECT LOCATION: 15800 Collins Avenue, Sunny Isles Beach, Florida

PROJECT NO: 17990

DATE: 02/14/2024

DWG NO: 1

DWN BY: CR
CKD BY: AB
APD BY: _____



Note: Boring top elevations have been estimated

BORING SUMMARY SHEET



PROJECT NAME: Intra Coastal Sports Court

PROJECT LOCATION: 15800 Collins Avenue, Sunny Isles Beach, Florida

PROJECT NUMBER: 17990









DATE: 02/14/2024

DRAWN BY: CR

CHECKED BY: AB

DRAWING NO: 2

LEGEND

-  Sand
-  Peat
-  Silt
-  Paver
-  Limestone
-  Limestone Fragments
-  Standard Penetration Test & SPT N-value
-  Water Level

APPENDIX A
BORING LOG DATA

NIV5



BORING NUMBER B-1

PROJECT NAME Intra Coastal Sports Court
PROJECT NUMBER 17990 **PROJECT LOCATION** 15800 Collins Avenue, Sunny Isles Beach, Florida
DATE STARTED 2/8/24 **COMPLETED** 2/8/24 **GROUND ELEVATION** 6 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 5.5 ft / Elev 0.5 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY Y. Parada / A. Valdespin **CHECKED BY** C. Rausseo
NOTES _____

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY (in)	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0							
0.2						2" of Paver	5.8
1.5	SPT 14	14	25-19-13-15 (32)	GP		LIMESTONE FRAGMENTS, dense, light brown to gray, with sand	4.0
3.0	SPT 12	12	7-8-4-4 (12)	SP		SAND, medium dense, fine, tan, with a trace of limestone fragments and shells	2.0
5.0	SPT 10	10	5-5-4-5 (9)	GP		▼ LIMESTONE FRAGMENTS, loose, light brown to tan, with a trace of sand	0.0
6.5	SPT 17	17	7-6-5-2 (11)	SP		SAND, medium dense, fine, tan, with a trace of limestone fragments and shells	
8.0	SPT 12	12	1-2-1-1 (3)			SAND WITH SHELLS, very loose, fine, gray	-2.7
10.0				PT		PEAT, soft, dark brown	
11.5							-5
12.5	SPT 12	12	WOH-WOH-1-1 (1)			SILTY PEAT, very soft, dark brown	
15.0							-9.2
15.2						SILTY PEAT, very soft, dark brown	
16.5	SPT 14	14	WOH-WOH-WOH (WOH)			SILT, very soft, gray	-10
18.0	SPT 10	10	WOH-WOH-WOH (WOH)	ML		SILT, very soft, gray	
20.0	SPT 14	14	WOH-WOH-WOH (WOH)			SILT, very soft, gray	
21.0							-15
21.0							15.0
22.5	SPT 12	12	WOH-WOH-1-WOH (1)	SP		SAND, very loose, fine, gray, with shells	-16.5
23.5						SILT, very soft, light brown to dark brown, with a trace of peat	
24.0	SPT 14	14	WOH-WOH-3-5 (3)	ML		SILT, soft, light brown to dark brown, with a trace of peat	-18.0
25.0				LS		LIMESTONE, very soft, light brown, with sand	

(Continued Next Page)

PROJECT NAME Intra Coastal Sports Court

PROJECT NUMBER 17990 **PROJECT LOCATION** 15800 Collins Avenue, Sunny Isles Beach, Florida

DEPTH (ft)	SAMPLE TYPE NUMBER	RECOVERY (in)	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
25							
	SPT	16	12-18-32-34 (50)	LS		LIMESTONE, moderately hard, light brown to light gray, with sand	-20
30	SPT	18	17-18-15-11 (33)			LIMESTONE, medium hard, light brown to light gray, with sand	
35	SPT	20	15-19-21-26 (40)			LIMESTONE, medium hard, light brown to light gray, with sand	-29.0

Boring terminated at 35.0 feet.

PROJECT NAME Intra Coastal Sports Court
PROJECT NUMBER 17990 **PROJECT LOCATION** 15800 Collins Avenue, Sunny Isles Beach, Florida
DATE STARTED 2/8/24 **COMPLETED** 2/8/24 **GROUND ELEVATION** 6 ft NGVD est. **HOLE SIZE** 3 inches
DRILLING CONTRACTOR NV5 **GROUND WATER LEVELS:** 5.3 ft / Elev 0.7 ft
DRILLING METHOD Rotary drill with mud, wash & casing
LOGGED BY Y. Parada / A. Valdespin **CHECKED BY** C. Rausseo
NOTES _____
















DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	ELEVATION (ft., NGVD)
0						
0.2					2" of Paver	5.8
0.2 - 2.0	SPT 34-25-17-19 (42)		GP		LIMESTONE FRAGMENTS, dense, light brown, with sand	4.0
2.0 - 5.0	SPT 12-8-9-5 (17)		SP		SAND, medium dense, fine, tan, with shells	
5.0 - 6.0	SPT 4-2-1-1 (3)		SP		▼ SAND, very loose, fine, brownish yellow, with a trace of shells	0.0
6.0 - 7.2	SPT 3-2-1-3 (3)		SM-ML		SILT AND SAND, soft, brownish yellow, with shells	-1.2
7.2 - 8.0			SP		SAND, very loose, fine, brownish yellow to gray, with a trace of shells	-2.0
8.0 - 8.7			PT		FIBROUS PEAT, medium stiff, dark brown	-2.7
8.7 - 10.0	SPT 2-3-3-4 (6)		SP		SAND, loose, fine, gray, with shells	-4.0
10.0 - 15.0						-5
15.0 - 16.5	SPT WOH-WOH-WOH-WOH (WOH)				SILT, very soft, dark gray, with a trace of peat	
16.5 - 18.0	SPT 1-WOH-WOH-1 (WOH)		ML		SILT, very soft, dark gray	-10
18.0 - 19.5	SPT 1-2-1-1 (3)		ML		SILT, soft, gray	
19.5 - 21.0	SPT WOH-WOH-WOH-1 (WOH)		ML		SILT, very soft, gray, with sand, trace of shells	-15
21.0 - 22.5	SPT WOH-WOH-WOH-1 (WOH)		ML		SILT, very soft, dark gray to light brown, with sand, trace of shells	
22.5 - 24.2	SPT WOH-WOH-WOH-4 (WOH)		ML		SILT, very soft, gray to brown, with a trace of shells	-18.2
24.2 - 27.0			LS		LIMESTONE, very soft, light brown, with sand	
27.0	SPT 5-14-13-11 (27)		LS		LIMESTONE, soft, light brown, with sand	-20
						-21.0

Boring terminated at 27.0 feet.




KEY TO SYMBOLS

Symbol Description




Strata symbols

	Limestone Fragments		Concrete		Topsoil
	Silty sand		Asphalt		Limestone and Sand
	Limestone		Sandstone		Sand with Organics
	Sand		Clay		Sandstone and Sand
	Peat		Silt		Sand with Silt

Misc. Symbols

	Groundwater level measured at boring completion. The date checked is indicated.
	Boring continues
	End of Boring

Soil Samplers

	SPT	Standard Penetration Test. 140 lb. hammer dropped 30"		AU	Auger Cuttings
	RC	Rock Core			

Notes:

1. Exploratory boring was drilled on 02/08/2024 using a 3-inch-diameter rotary drill with mud, wash and casing.
2. Groundwater was encountered at depths between 5.3 and 5.5 feet below grade upon boring completion.
3. These logs are subject to the limitations, conclusions, and recommendations in this report.
4. Results of tests conducted on samples recovered are reported on the logs.

NOTES RELATED TO RECORDS OF TEST BORING AND GENERALIZED SUBSURFACE PROFILE

1. Groundwater level was encountered and recorded (if shown) following the completion of the soil test boring on the date indicated. Fluctuations in groundwater levels are common; consult report text for a discussion.
2. The boring location was identified in the field by offsetting from existing reference marks and using a cloth tape and survey wheel.
3. The borehole was backfilled to site grade following boring completion, and patched with asphalt cold patch mix when pavement was encountered.
4. The Record of Test Boring represents our interpretation of field conditions based on engineering examination of the soil samples.
5. The Record of Test Boring is subject to the limitations, conclusions and recommendations presented in the report text.
6. "Field Test Data" shown on the Record of Test Boring indicated as 11/6 refers to the Standard Penetration Test (SPT) and means 11 hammer blows drove the sampler 6 inches. SPT uses a 140-pound hammer falling 30 inches.
7. The N-value from the SPT is the sum of the hammer blows required to drive the sampler the second and third 6-inch increments.
8. The soil/rock strata interfaces shown on the Record of Test Boring are approximate and may vary from those shown. The soil/rock conditions shown on the Record of Test Boring refer to conditions at the specific location tested; soil/rock conditions may vary between test locations.
9. Relative density for sands/gravels and consistency for silts/clays and limestone are described as follows:

SPT Blows/ Foot	Sands/Gravels Relative Density	SPT Blows/Foot	Silt/Clay Relative Consistency	SPT Blows/ Foot	Limestone Relative Consistency
0-4	Very loose	0-2	Very Soft	0-20	Very Soft
5-10	Loose	3-4	Soft	21-30	Soft
11-30	Medium Dense	5-8	Medium Stiff	31-45	Medium Hard
31-50	Dense	9-15	Stiff	46-60	Moderately Hard
Over 50	Very Dense	16-30	Very Stiff	61-50/2"	Hard
		Over 30	Hard	Over 50/2"	Very Hard

10. Grain size descriptions are as follows:

<u>NAME</u>	<u>SIZE LIMITS</u>
Boulder	12 inches or more
Cobbles	3 to 12 inches
Coarse Gravel	3/4 to 3 inches
Fine Gravel	No. 4 sieve to 3/4 inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines	Smaller than No. 200 sieve

11. Definitions related to adjectives used in soil/rock descriptions:

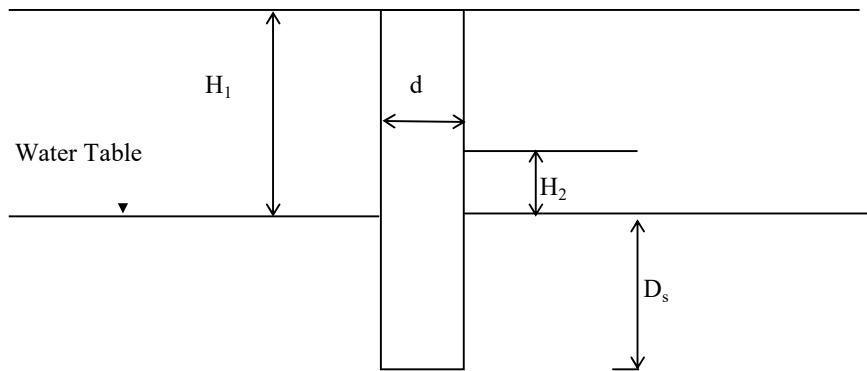
<u>PROPORTION</u>	<u>ADJECTIVE</u>	<u>APPROXIMATE ROOT DIAMETER</u>	<u>ADJECTIVE</u>
About 5%	with a trace	Less than 1/32"	Fine roots
About 5% to 12%	with	1/32" to 1/4"	Small roots
About ≥ 12%	silty, sandy, etc.	1/4" top 1"	Medium roots
		Greater than 1"	Large roots

APPENDIX B
FIELD PERMEABILITY TEST DATA

NIV5

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
" USUAL OPEN - HOLE TEST "**



HYDRAULIC CONDUCTIVITY

$$K = \text{Hydraulic Conductivity} = 4Q / [\pi d (2H_2^2 + 4H_2 D_s + H_2 d)]$$

2.59E-04 CFS/FT²-FT HEAD

Time (Min.)	Flow (GPM)		
1	4.00	Q = Average Flow Rate =	0.008912 CFS
2	4.00		
3	4.00	d = Diameter of Test Hole =	2.0 inches
4	4.00		
5	4.00	H ₂ = Head on Water Table =	5.3 feet
6	4.00		
7	4.00	D _s = Depth below Ground Water Table =	9.7 feet
8	4.00		
9	4.00		
10	4.00		

TEST LOCATION :		See Drawing No. 1
TEST ELEVATION :	+6.0'	NGVD (Estimated)
DEPTH TO WATER TABLE H ₁ :	5.3'	Below Existing Grade
DEPTH OF TEST HOLE :	15.0'	Below Existing Grade
AVERAGE FLOW RATE:	4.00	GPM

SOIL PROFILE :

0.0' - 2.0'	2" of Paver over Light brown Limestone Fragments with sand
2.0' - 6.0'	Brownish yellow to tan Sand with a trace of shells
6.0' - 7.2'	Brownish yellow Silt and Sand with shells
7.2' - 8.0'	Brownish yellow to gray Sand with a trace of shells
8.0' - 10.0'	Dark brown to gray Peat with sand
10.0' - 15.0'	Gray Silt with a trace of shells

- NOTES: 1) The subsurface profile is determined by cuttings & should not be relied upon as an accurate record of material type or for transition zones.
2) K value calculated using PVC diameter of 2 inches

PERMEABILITY TEST

N V 5	PROJECT NAME: Intra Coastal Sports Court	
	PROJECT LOCATION: 15800 Collins Avenue, Sunny Isles Beach, Florida	
	PROJECT NO: 17990	TEST DATE: 02/08/2024
	TESTED BY: Y. Parada / A. Valdespino	TEST NO: P-1
	CHECKED BY: AB	

ATTACHMENT D – SPORTS LIGHTING DESIGN



Intracosastal Sports Park
Sunny Isles Beach, Florida

ATTACHMENT D

Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
T1-T4	40'	40'	2	TLC-LED-550	1.08 kW	A
4			8		4.32 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Tennis and basketball	4.32 kW	8

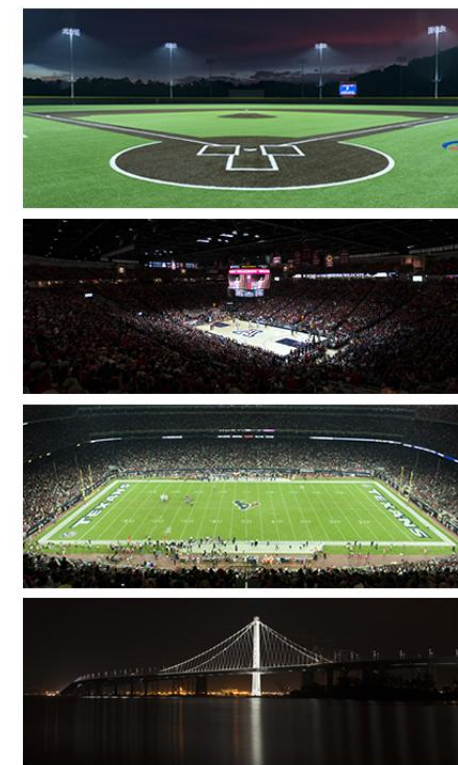
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	8

Single Luminaire Amperage Draw Chart								
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)							
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)	
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)	
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4	

Light Level Summary

Calculation Grid Summary									
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty	
		Ave	Min	Max	Max/Min	Ave/Min			
Basketball	Horizontal Illuminance	32.26	25.30	40.04	1.58	1.28	A	8	
Glare (cd) - 150' Offset	Max Candela (by Fixture)	43.2821	8.5672	76.6528	8.947	5.052	A	8	
Glare (cd) - Street East	Max Candela (by Fixture)	37.9266	12.3600	52.4297	4.242	3.069	A	8	
Glare (cd) - Street West	Max Candela (by Fixture)	1473.2849	119.5691	3803.0269	31.806	12.322	A	8	
Spill (fc) - 150' Offset	Horizontal Illuminance	0.0003	0.0000	0.0010	-	-	A	8	
Spill (fc) - 150' Offset	Max Vertical Illuminance Metric	0.0015	0.0002	0.0044	22.870	7.739	A	8	
Spill (fc) - Street East	Horizontal Illuminance	0.0002	0.0000	0.0002	-	-	A	8	
Spill (fc) - Street East	Max Vertical Illuminance Metric	0.0010	0.0005	0.0012	2.716	2.115	A	8	
Spill (fc) - Street West	Horizontal Illuminance	0.2580	0.0012	0.9145	760.394	214.550	A	8	
Spill (fc) - Street West	Max Vertical Illuminance Metric	0.3163	0.0057	0.9381	165.150	55.686	A	8	
Tennis	Horizontal Illuminance	33.23	28.67	38.78	1.35	1.16	A	8	

From Hometown to Professional



We Make It Happen.

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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field

Intracosatal Sports Park

Sunny Isles Beach, Florida

Grid Summary

Name Tennis
 Size 2 Court - 14' Spacing
 Spacing 20.0' x 20.0'
 Height 3.0' above grade

Illumination Summary

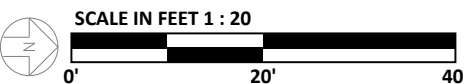
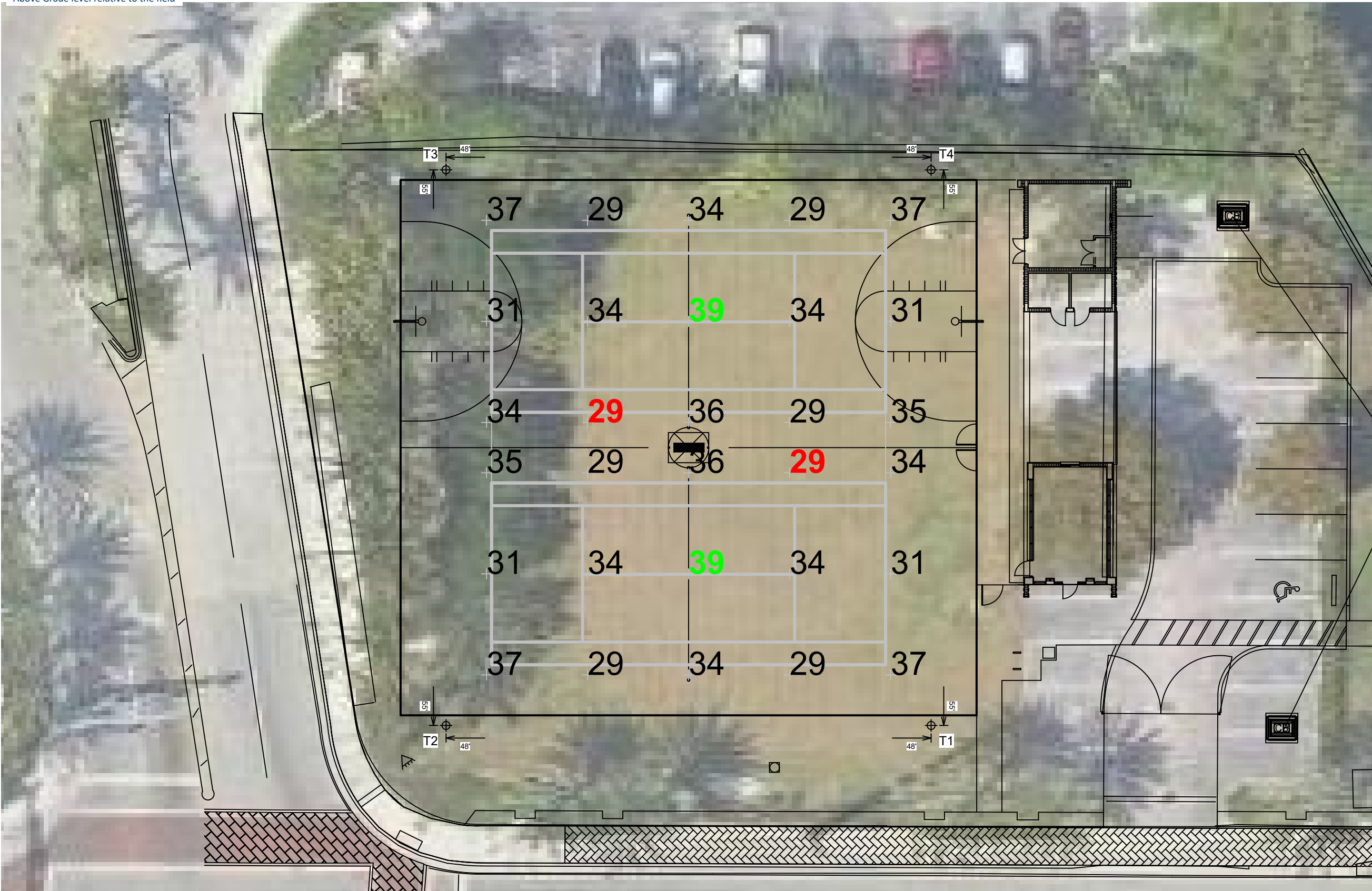
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average	30
Scan Average	33.23
Maximum	38.78
Minimum	28.67
Avg/Min	1.16
Guaranteed Max/Min	2
Max/Min	1.35
UG (adjacent pts)	0.00
CU	0.75
No. of Points	30
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: D.Alexander • File #234740A_R3 • 24-Apr-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field

Intracosatal Sports Park

Sunny Isles Beach, Florida

Grid Summary	
Name	Basketball
Size	2 Court - 14' Spacing
Spacing	9.0' x 9.0'
Height	3.0' above grade

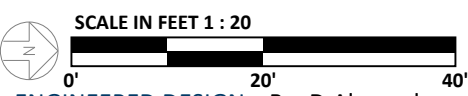
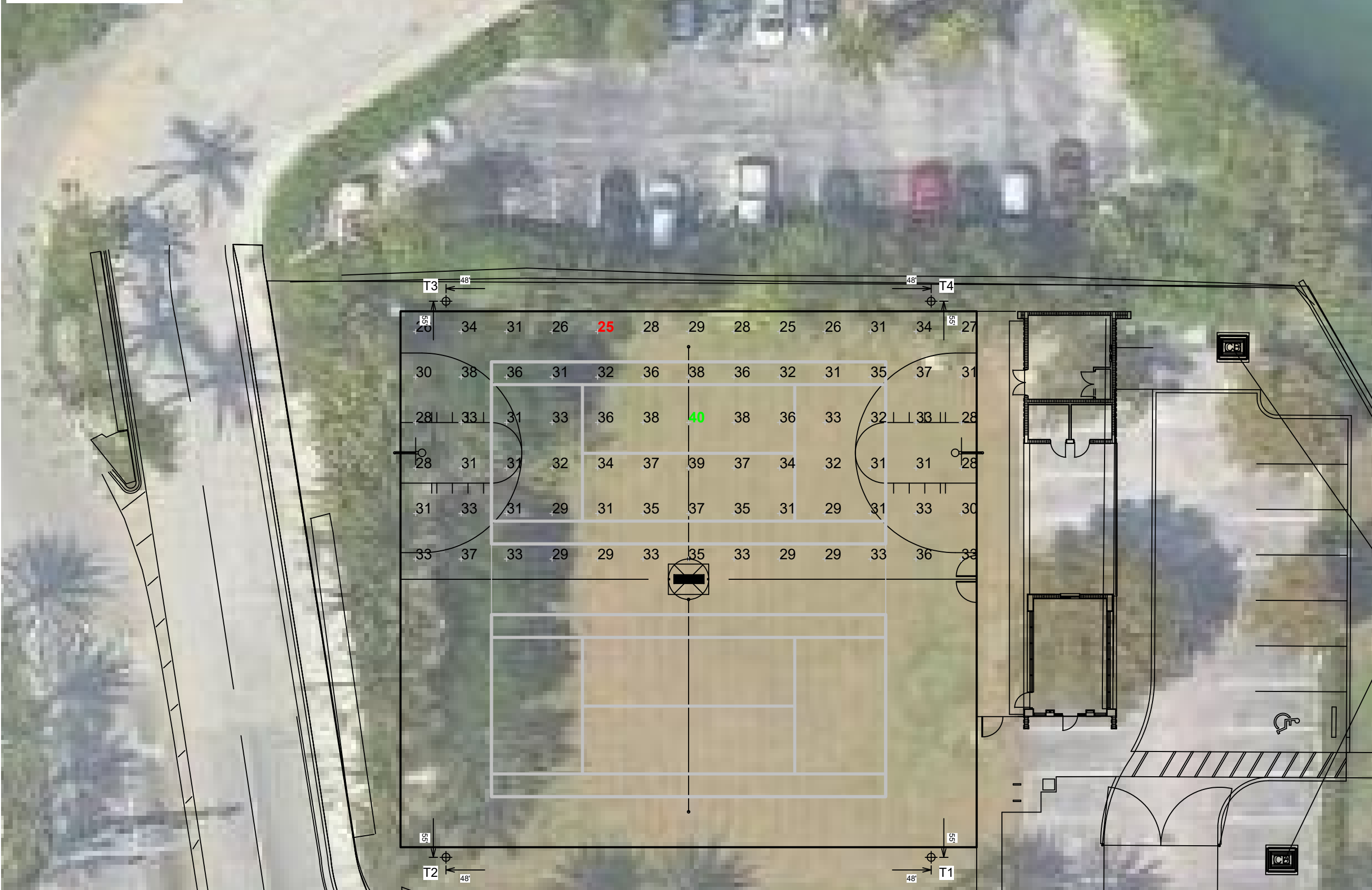
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average	30
Scan Average	32.26
Maximum	40.04
Minimum	25.30
Avg/Min	1.28
Guaranteed Max/Min	2
Max/Min	1.58
UG (adjacent pts)	1.33
CU	0.39
No. of Points	78
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: D.Alexander • File #234740A_R3 • 24-Apr-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park

Sunny Isles Beach, Florida

Grid Summary	
Name	Spill (fc) - 150' Offset
Spacing	30.0' x 30.0'
Height	3.0' above grade

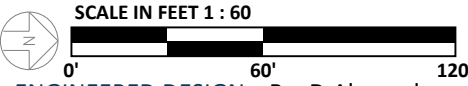
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average	0.0003
Maximum	0.0010
Minimum	0.0000
CU	0.00
No. of Points	48
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



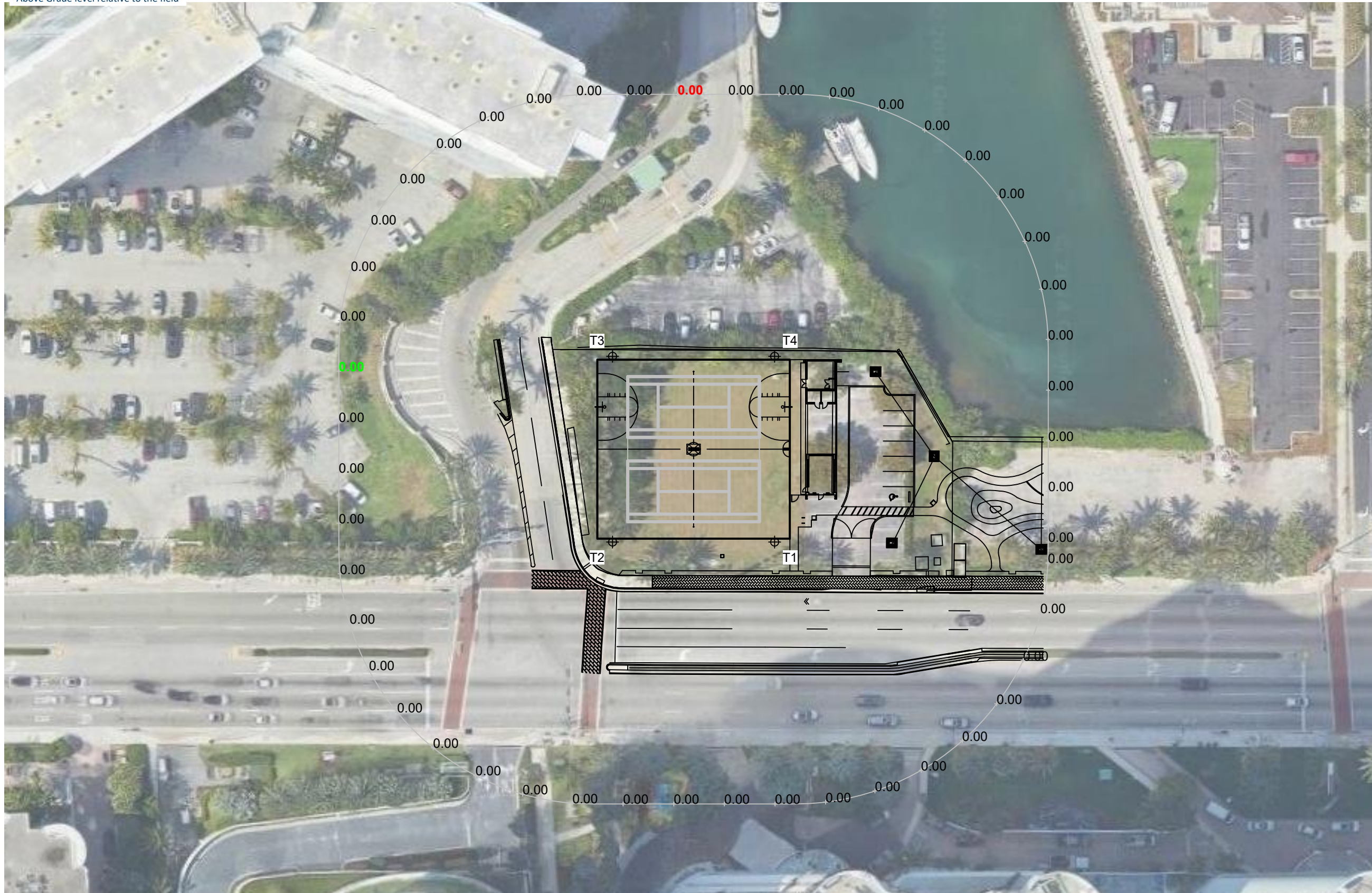
Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park

Sunny Isles Beach, Florida

Grid Summary	
Name	Spill (fc) - 150' Offset
Spacing	30.0' x 30.0'
Height	3.0' above grade

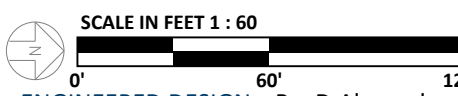
Illumination Summary	
MAINTAINED MAX VERTICAL FOOTCANDLES	
Entire Grid	
Scan Average	0.0015
Maximum	0.0044
Minimum	0.0002
CU	0.00
No. of Points	48
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



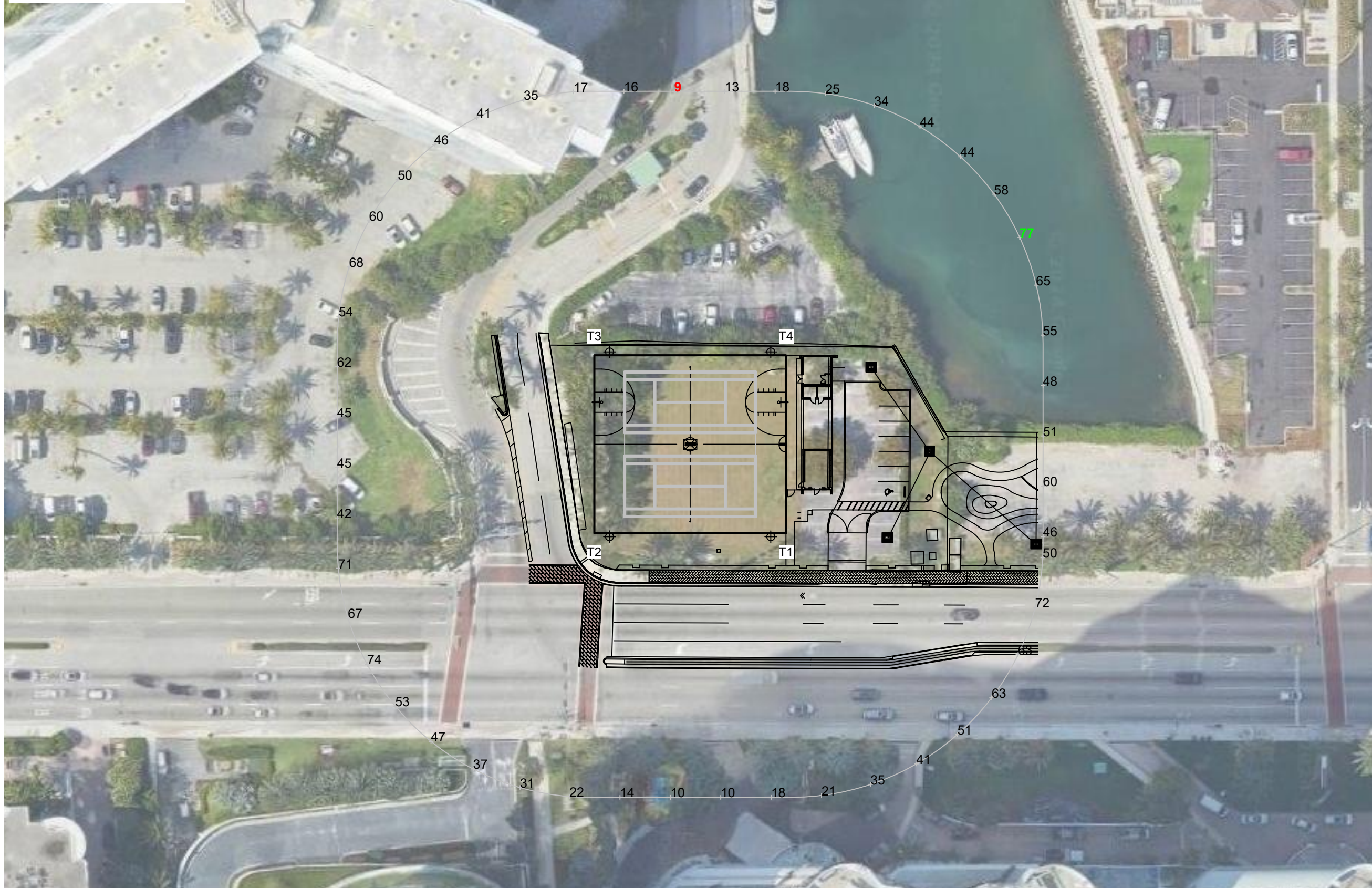
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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park
 Sunny Isles Beach, Florida

Grid Summary	
Name	Glare (cd) - 150' Offset
Spacing	30.0' x 30.0'
Height	5.0' above grade

Illumination Summary	
MAINTAINED CANDELA (PER LIGHTBANK)	
Entire Grid	
Scan Average	43.2821
Maximum	76.6528
Minimum	8.5672
CU	0.00
No. of Points	48
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

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Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 60
 0' 60' 120'
 ENGINEERED DESIGN By: D.Alexander • File #234740A_R3 • 24-Apr-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

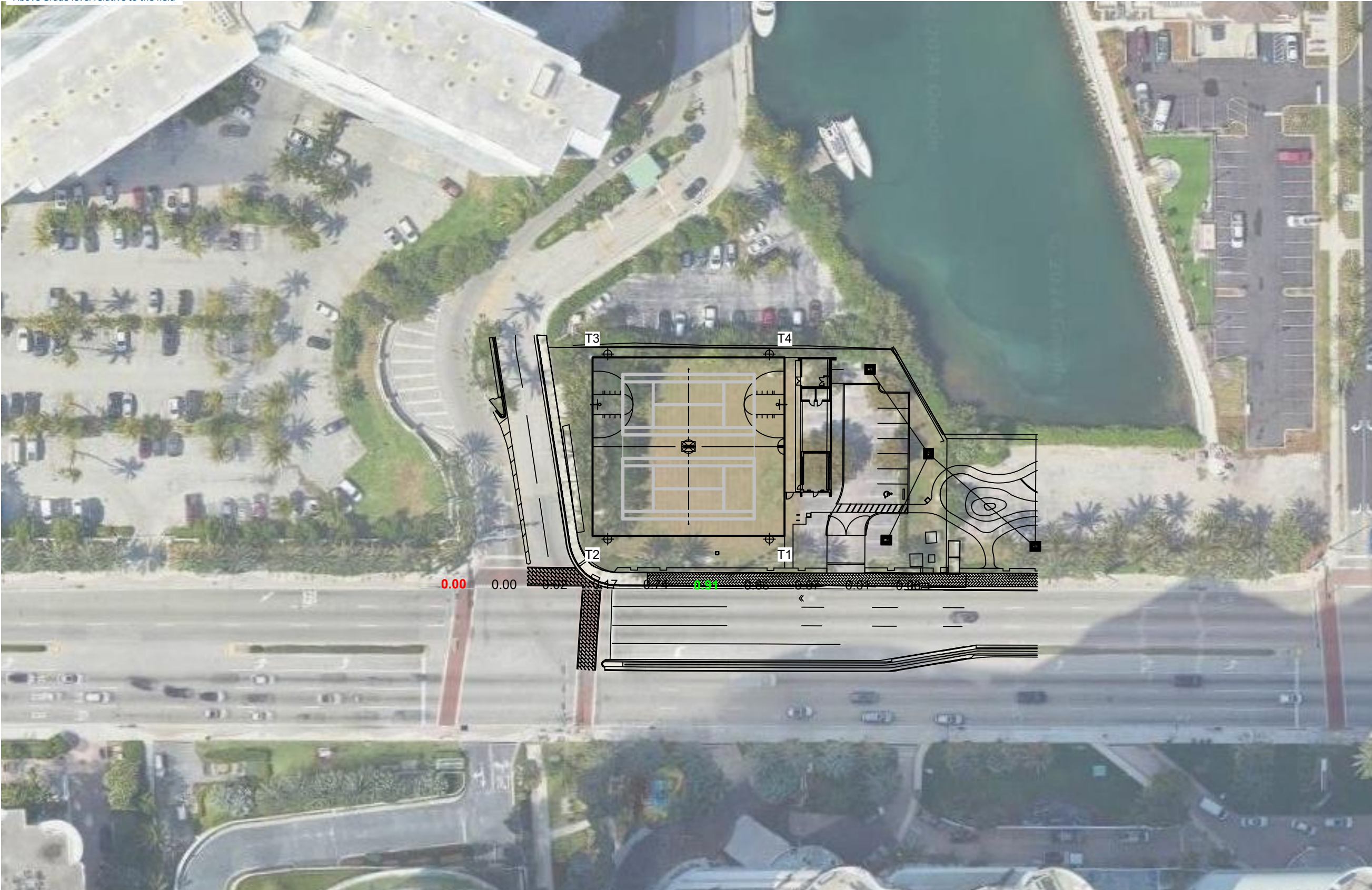


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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park

Sunny Isles Beach, Florida

Grid Summary	
Name	Spill (fc) - Street West
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average	0.2580
Maximum	0.9145
Minimum	0.0012
CU	0.00
No. of Points	10
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park
Sunny Isles Beach, Florida

Grid Summary	
Name	Spill (fc) - Street West
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED MAX VERTICAL FOOTCANDLES	
Entire Grid	
Scan Average	0.3163
Maximum	0.9381
Minimum	0.0057
CU	0.00
No. of Points	10
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 60
0' 60' 120'
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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park
 Sunny Isles Beach, Florida

Grid Summary	
Name	Glare (cd) - Street West
Spacing	30.0' x 30.0'
Height	5.0' above grade

Illumination Summary	
MAINTAINED CANDELA (PER LIGHTBANK)	
Entire Grid	
Scan Average	1473.2849
Maximum	3803.0269
Minimum	119.5691
CU	0.00
No. of Points	10
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

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Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 60

ENGINEERED DESIGN By: D.Alexander • File #234740A_R3 • 24-Apr-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park

Sunny Isles Beach, Florida

Grid Summary	
Name	Spill (fc) - Street East
Spacing	30.0' x 30.0'
Height	3.0' above grade

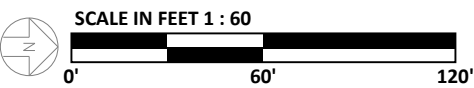
Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average	0.0002
Maximum	0.0002
Minimum	0.0000
CU	0.00
No. of Points	10
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

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Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park
 Sunny Isles Beach, Florida

Grid Summary	
Name	Spill (fc) - Street East
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED MAX VERTICAL FOOTCANDLES	
Entire Grid	
Scan Average	0.0010
Maximum	0.0012
Minimum	0.0005
CU	0.00
No. of Points	10
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 60
 0' 60' 120'
 ENGINEERED DESIGN By: D.Alexander • File #234740A_R3 • 24-Apr-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

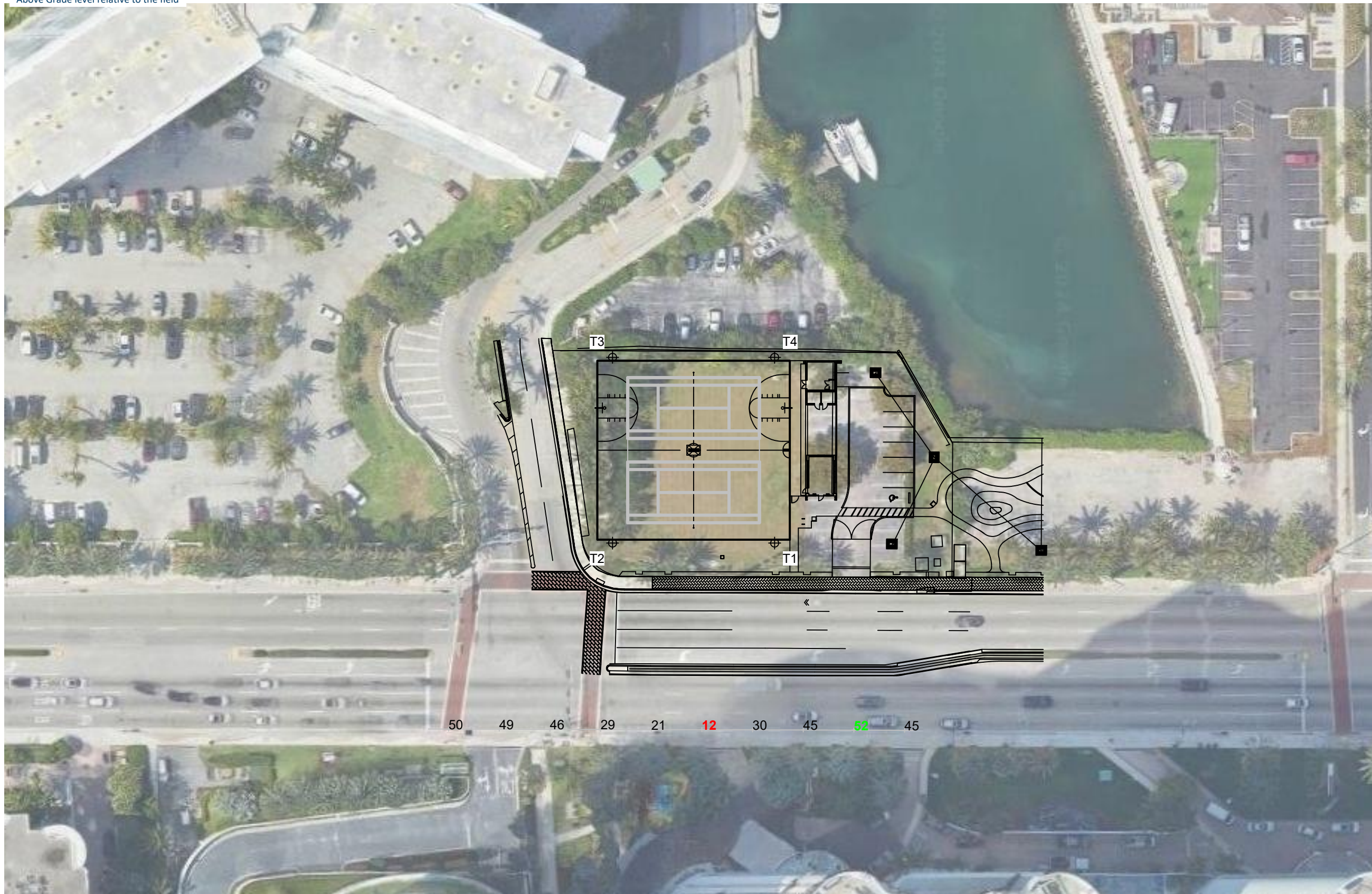


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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
4	Totals					8	8	0

*Above Grade level relative to the field



Intracosastal Sports Park

Sunny Isles Beach, Florida

Grid Summary	
Name	Glare (cd) - Street East
Spacing	30.0' x 30.0'
Height	5.0' above grade

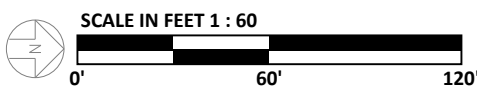
Illumination Summary	
MAINTAINED CANDELA (PER LIGHTBANK)	
Entire Grid	
Scan Average	37.9266
Maximum	52.4297
Minimum	12.3600
CU	0.00
No. of Points	10
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	8
Total Load	4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: D.Alexander • File #234740A_R3 • 24-Apr-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Intracosastal Sports Park

Sunny Isles Beach, Florida

Equipment Layout

INCLUDES:
 - Tennis

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

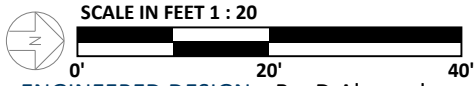
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

QTY	Pole			Luminaires		
	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
4	T1-T4	40'	-	40'	TLC-LED-550	2
4	Totals					8

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LAYOUT

AFFIDAVITS





NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach

18070 Collins Avenue

Sunny Isles Beach, FL 33160

Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)

COUNTY OF _____)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

 (Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____
 (Type of Business) (State)

of which he is _____
 (Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____ AFFIANT'S NAME

_____ AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 20____

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

 NOTARY PUBLIC (name printed or typed)



PUBLIC ENTITY CRIMES

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

PUBLIC ENTITY CRIMES

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 Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, 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 Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

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 had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

11.2. 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 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.

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

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

b.) Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime 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.

11.5. I understand that a "person" as defined in Para. 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 applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. 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 it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 11.1 (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.

By:

(Signature)

(Printed Name)

(Title)

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

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I _____ am _____ the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. _____ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this _____ day of _____, 2024.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2024.

Personally Known _____ OR
 Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Firm

Date

Authorized Signature

Print or Type Name and Title



ANTI-KICKBACK

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date



PERFORMANCE BOND

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Sunny Isles Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No, awarded the day of _____, 20____, with _____ in accordance with contract documents prepared by the City of Sunny Isles Beach, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for services described within (Bid No. _____) within _____ calendar days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City corrects any and all defective or faulty Work or materials which appear within one and one half (1 1/2) years, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force. Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Contract in accordance with its terms and conditions; or
 - 4.2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposers, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive Proposers, arrange for a Contract between such Proposers and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

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

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

Signed and sealed this _____ day of _____, 20_____.

WITNESS:

Secretary

(CORPORATE SEAL)

BY:

(Name of Corporation)

(Signature)

(Type Name and Title Signed Above)

IN THE PRESENCE OF; INSURANCE COMPANY:

BY:

***Agent and Attorney-in-Fact**

* (Power of Attorney must be attached)

(Address)

(City/State/Zip Code)

(Telephone)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Signature: Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



BID BOND

City of Sunny Isles Beach

18070 Collins Avenue

Sunny Isles Beach, FL 33160

Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of Sunny Isles Beach, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2024 for:
_____.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of **ten percent (10%)** of the Base Bid be submitted with said Bid as a guarantee that the Proposers would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Sunny Isles Beach and furnishes the Performance Bond, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Sunny Isles Beach and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

DOCUMENT CONTINUES ON NEXT PAGE

IN PRESENCE OF:

Individual or Partnership Principal

Affix Corporate Seal

Business Address

City, State, and Zip Code

Business Telephone

Business Facsimile

ATTEST:

(Corporate Surety)*

Secretary

*Impress Corporate Seal

By:

IMPORTANT

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

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2024.

By _____

Is personally known to me

Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



Affidavit of Compliance with Anti-Human Trafficking Laws

*City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606*

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- 1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____
Entity: _____ Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)
Print Name: _____ My commission expires: _____

Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. Below the 'Bids' button is a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has an 'Active' status indicator in a yellow box. The first item details include: 'City of Fort Pierce - Purchasing Department, Fort Pierce, AZ', 'ID: BID-TSEBIDVINO24JAN01-0-2020/al', 'Broadcast: 1/24/2020', 'Due: 3/1/2020', 'Planholders: 3', and a 'Watch' button. The second item is 'AA-BB-CC-DD-EE' with details: 'agency2.0, Texas, FL', 'ID: EBID-001-946-00-0-2020/AD', 'Broadcast: 2/4/2020', 'Due: 2/29/2020', 'Planholders: 0', and a 'Watch' button. The third item is 'TESTBID' with details: 'agency2.0, Texas, FL'.

Bid Name	Status	Agency	ID	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	Active	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	Active	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch
TESTBID	Active	agency2.0, Texas, FL					

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

Bid Details

Agency Name agency2.0
Bid Writer agency2.0 d
Bid ID EBID-123456-0-2020/AD
Bid Type EBID - E-BID
Broadcast Date 02/06/2020 9:40 AM Eastern
Fiscal Year 2020
Due 02/29/2020 11:00 PM Eastern
Bid Status Text BID STATUS

Scope of Work

Scope to Work

Documents

Filename	Type	Date Modified	Status
fer	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond None
Plan (blueprint) None
E-Bidding Submit
Distributed By DemandStar
Distribution Method Download and Mail
Distribution Options Bid has no blueprints associated with it
Project Estimated Budget \$120,000.00
Distribution Notes None

Publications

View Legal Ad

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

Bid Details

Agency Name agency2.0
Bid Number EBID-123456-0-2020/AD
Bid Due Date 02/29/2020 (PST)
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension (optional)

Bid Amount 127,000 (Invalid) Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The breadcrumb trail is 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into two columns.

Bid Details:

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020(AD)
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress:

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

Required Documents:

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats:

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCK)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents:

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

E-Bid Response

Bid Details

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/KD
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (Web Format (*.DWG))
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLSX)
- Microsoft Word (*.DOC)
- Plain Text (*.TXT)
- Rich Text Format (*.RTF)
- WordPerfect (*.WPO)
- AutoCAD Drawing (*.DWG)
- GIF Image (*.GIF)
- Microsoft Excel (*.XLS)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOCX)
- Plot File (*.PLOT)
- TIFF Image (*.TIFF)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Document Title: Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	<input type="text" value="Online/Electronic"/>	<input type="button" value="Choose a file"/>

Previous Upload

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user's name, 'Robyn Gallardi', is visible in the top right corner. The main content area is titled 'Review Your E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020AD; Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A vertical progress bar with three steps: 'Contact Information' (completed), 'Documents Upload' (in progress), and 'Review Bid' (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation; Address 1: P.O. Box 717; Address 2: ; City: Pittsburgh; State: Pennsylvania; Country: United States of America; Postal Code: 15200-0717; Phone Number: 4127876810; Tax: ; Bid Amount: 3127,000.00; Alternate Bid Amount: ; Notes: For the full 6 month contract.
- Agency Required Documents:** Service Doc agency2.0(Electronic/Online) (checked).
- Supplemental Documents:** References(Electronic/Online) (checked).

At the bottom of the page, there is a 'Previous' button and a 'Submit Response' button. A red arrow points to the 'Submit Response' button. Below the 'Submit Response' button, there is a list of steps that will occur after clicking 'Submit Response':

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 940-0005.