



### DOCUMENT ROUTING FORM

Rev: 4 | Revision Date: 5/8/2024

Please note: There are 4 seperate agreements attached. Thank you.

TODAY'S DATE: 8/6/2024
PIGGYBACK AGREEMENTS - Traffic Signal Improvements & Repairs, Utilizing the City of Miami Beach's Invitation to Bid No. 2023-057-ND and Resulting Agreements with AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc \$350,000- (Aggregate Amount) - (Commission Districts 1, 2, 3 and 4)
COMM. MTG. DATE: 7/2/2024 CAM #: 24-0598 ITEM #: CP-2 CAM attached: YES NO  Routing Origin: Procurement Router Name/Ext: Shamori Aldridge Action Summary attached: YES NO
Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.
2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 3
Is attached Granicus document Final? YES NO Approved as to Form: YES NO  Date to CCO: Attorney's Name Kimberly Cuminghom- Mosey Initials: 188
3) City Clerk's Office: # of originals: Routed to: Ext: Date:
4) City Manager's Office: CMO LOG #: PUCS OF Document received from: CCO 17 (6)  Assigned to: SUSAN GRANT ANTHONY FAJARDO LAURA REECE BEN ROGERS SUSAN GRANT as Acting CRA Executive Director APPROVED FOR S. GRANT'S SIGNATURE N/A S. GRANT TO SIGN  PER ACM (Initial): A. FAJARDO L. REECE B. ROGERS  PENDING APPROVAL (See comments below)  Comments/Questions:  Forward originals to Mayor CCO Date: 8 1818
5) Mayor/CRA Chairman: Please sign as indicated.  Forwardoriginals to CCO for attestation/City seal (as applicable) Date:
6) INSTRUCTIONS TO CITY CLERK'S OFFICE  City Clerk: Retains original and forwards originals to: (Name/Dept/Ext)
Attach certified Reso # YES NO Original Route form to CAO

#24-0598

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Susan Grant, Acting City Manager

DATE:

July 2, 2024

TITLE:

Motion Approving Piggyback Agreements for Traffic Signal Improvements & Repairs, Utilizing the City of Miami Beach's Invitation to Bid No. 2023-057-ND and Resulting Agreements with AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc. - \$350,000- (Aggregate Amount) - (Commission Districts 1, 2, 3 and 4)

#### Recommendation

Staff recommends the City Commission approve piggyback agreements, in substantially the forms attached, for Traffic Signal Improvements & Repairs utilizing ("piggybacking") the City of Miami Beach Invitation to Bid No. 2023-057-ND and resulting contracts with AGC Electric, Inc. (Contract No. 23-057-01), AUM Construction Inc. (Contract No. 23-057-02), Horsepower Electric Inc. (Contract No. 23-057-03), and R & D Electric, Inc. (Contract No. 23-057-04), effective through the initial period ending June 22, 2026 in the aggregate amount of \$350,000; and authorize the City Manager to approve two (2), one-year renewal options, in the estimated annual amount of \$175,000, for a potential contract amount of \$\$700,000 subject to any renewal and extension by the City of Miami Beach.

#### Background

AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc. ("Contractors") were selected through a formal competitive bidding process via City of Miami Beach Invitation to Bid No. 2023-057-ND to provide for traffic and pedestrian signal improvements and repairs, signage, pavement markings, traffic calming elements, concrete, asphalt, and any necessary ancillary work, as necessary. The piggyback agreements allow the City to access the procurement process and resultant agreements between the City of Miami Beach and the Contractors pursuant to terms, conditions, and prices therein.

The piggyback agreements are Push-Button Contracts, which are contracts with a predetermined scope of work to be performed by the contractor pursuant to the issuance of work orders, specify location, project description, and amount of work required. These agreements will provide a means of quickly responding to critical needs on an as-needed basis. When projects are needed, the requesting department will select the awarded

vendor that has the best pricing and availability for the entirety of the items/services required on a project-by-project basis.

#### **Resource Impact**

There will be a fiscal impact to the City in the amount of \$350,000. Funds for the piggyback agreements are available in the FY 2024 Capital Improvements Project and General Fund accounts listed below.

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)*	AMOUNT
	FORT LAUDERDALE		•		
10-461-8999-545-	BEACH PARKING LOT	CAPITAL OUTLAY/			
60-6599-P12513	IMPROVEMENTS	CONSTRUCTION	\$1,550,000	\$598,195	\$300,000
10-331-9100-519-	TRAFFIC FLOW	CAPITAL			
60-6599-P12600	IMPROVEMENTS	OUTLAY/CONSTRUCTION	\$238,408	\$58,085	\$50,000
	•		TOTAL A	MOUNT →	\$350,000

#### **Strategic Connections**

This item is a 2024 Commission Priority, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

• The Infrastructure and Resilience Focus Area, Goal 4: Facilitate an efficient, multimodal transportation network.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready.

This item supports the *Advance Fort Lauderdale* 2040 Comprehensive Plan, specifically advancing:

- The Infrastructure Focus Area
- The Transportation & Mobility Element
- Goal 1: Ensure the equitable development of a Complete Network for transportation that prioritizes Safety and emphasizes multimodal mobility and accessibility.

#### **Attachments**

Exhibit 1 – City of Miami Beach Contract No. 23-057-01

Exhibit 2 - City of Miami Beach Contract No. 23-057-02

Exhibit 3 - City of Miami Beach Contract No. 23-057-03

Exhibit 4 - City of Miami Beach Contract No. 23-057-04

Exhibit 5 – AGC Electric Agreement

Exhibit 6 – AUM Construction Agreement

07/02/2024 CAM #24-0598 Prepared by:

Glenn Marcos, Chief Procurement Officer, Finance

Kristin Thompson, Division Manager, Transportation and Mobility

James Hemphill, Program Manager I, Finance

Shamori Aldridge, Senior Administrative Assistant, Finance

**Department Directors:** 

Milos Majstorovic, MSCE, PE, Transportation and Mobility

Linda Short, Finance

8/5/24, 4:31 PM

details

File #:

240598 Version: 1

Type:

CONSENT PURCHASE

Title:

Motion Approving Piggyback Agreements for Traffic Signal Improvements & Repairs, Utilizing the City of Miami Beach's Invitation to Bid No. 2023-057-ND and Resulting Agreements with AGC

Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc. -

\$350,000- (Aggregate Amount) - (Commission Districts 1, 2, 3 and 4)

Mover:

Warren Sturman

Seconder:

John C. Herbst

Result:

**Pass** 

Agenda note:

Minutes note:

Action:

**APPROVED** 

Action text:

**APPROVED** 

consent votes (5:0)

Fracords Croup Euport

5 records Group Export	
Person Name	Vote
Warren Sturman	Yea
Steven Glassman	Yea
Pam Beasley-Pittman	Yea
John C. Herbst	Yea
Dean J. Trantalis	Yea

# AGREEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS & REPAIRS BETWEEN THE CITY OF FORT LAUDERDALE AND AGC ELECTRIC, INC.

THIS AGREEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS & REPAIRS ("Agreement"), made and entered into this day of \_\_\_\_\_\_, 2024, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and AGC Electric, Inc., a Florida corporation, ("Contractor") whose address is 2660 W 79<sup>th</sup> Street, Hialeah, Florida 33016, Email: agc@agcelectric.com, Phone: (305) 823-2280.

WHEREAS, the City and the Contractor wish to enter into an Agreement for Traffic Signal Improvements & Repairs based on Contract No. 23-0571-01 between the Contractor and the City of Miami Beach, Florida, (the "City of Miami Beach Contract") or ("Exhibit A"),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

- 1. The Contractor agrees to provide the City with Traffic Signal Improvements & Repairs in exchange for compensation in accordance with the prices and terms set forth in the City of Miami Beach Contract.
- 2. Except with regard to the solicitation process, the terms "City of Miami Beach" and "City," contained in the City of Miami Beach Contract, where the context permits, shall mean the City of Fort Lauderdale.
- 3. The term of this Agreement shall be coterminous with the City of Miami Beach Contract up through and including, June 22, 2026. Upon mutual written agreement, the Parties may renew this Agreement for up to two (2) additional one-year renewal terms, in the event the City of Miami Beach exercises such renewal options.
- Notice to the City shall be as follows:

City Manager City of Fort Lauderdale 101 NE 3<sup>rd</sup> Avenue, Suite 2100 Fort Lauderdale, Florida 33301

With a copy to:
City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1605
Fort Lauderdale, Florida 33301

Notice to the Contractor shall be as follows:

AGC Electric, Inc. Attn: Tomas V Curbelo, President 2660 W 79th Street Hialeah, Florida 33016

- 5. The City's General Terms and Conditions for Piggyback, Cooperative, and Bidding-Exempt Contracts and Insurance Requirements are attached hereto as composite "Exhibit B" and incorporated herein.
- 6. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
  - A. First, this Agreement for Traffic Signal Improvements & Repairs;
  - B. Second, Exhibit B;
  - C. Third, Exhibit A.
- 7. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:	CITY OF FORT LAUDERDALE, a Florida municipal corporation.
By: David R. Solonton City Clerk	Susan Grant Acting Oity Manager
	Date:
	Approved as to Form and Correctness: Thomas J. Ansbro, City Attorney
	By: Kimberly Cunningham Mosley Assistant City Attorney



#### CONTRACTOR

	AGC ELECTRIC, INC., a Florida corporation.
WITNESSES:	
Signature	By: Tomas V Curbelo President
Print  Print  Signature  Print  Print  Print	(CORPORATE SEAL)
STATE OF Florida:  COUNTY OF Mani Pade:  The foregoing instrument was a	cknowledged before me by means of physical
TOMAS V CURBELO, as President, for	AGC Electric, Inc., a Florida corporation.
	Tids
(SEAL)	(Signature of Notary Public State of Florida)  TANIA IVETTE BALDELOMAR Notary Public - State of Florida Commission # HH 325505 My Comm. Expires Nov 5, 2026 Bended through National Notary Assn.  Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced I	dentification

TANIA IVETTS AAL DELCMAR
Motory Public - State at Florica
Commission & HH 375505
My Comm. Expires Nov 5, 2026
Randon intough Halboral Holary Assn.

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#### **EXHIBIT B**

### CITY OF FORT LAUDERDALE GENERAL CONDITIONS FOR PIGGYBACK, COOPERATIVE, AND BIDDING-EXEMPT CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, State of Florida contracts, and bidding-exempt contracts for the purchase of goods or services by the City of Fort Lauderdale.

#### PART I CONDITIONS:

- 1.01 DELIVERY: Time will be of the essence for any orders placed as a result of this Contract. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified in this Contract.
- 1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of proper invoice at the office specified, whichever occurs last.

#### 1.04 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

#### 1.05 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

#### Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

#### PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the

termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

#### PART IV PURCHASE ORDER AND CONTRACT TERMS:

- 4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
  - Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
  - All City Departments being advised to refrain from doing business with the Contractor.
  - All other remedies in law or equity.
- 4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Contractor's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.
- 4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer 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, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims,

costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 4.08 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

- 1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  - 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  - 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 4.14 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
  - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  - 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  - 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 4.15 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 4.16 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 4.17 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.
- 4.18 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 4.19 PUBLIC RECORDS
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

## CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 4.21 E-VERIFY: As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
- 1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
- 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- 4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- 5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 4.21, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 4.21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

#### **INSURANCE REQUIREMENTS**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less

#### than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### **Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 401 SE 21<sup>st</sup> Street Fort Lauderdale, FL 33316 The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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#### CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE:

ITB-2023-057-ND-TRAFFIC SIGNAL IMPROVEMENTS & REPAIRS

CONTRACT NO .:

23-057-01

EFFECTIVE DATE(S):

This Contract shall remain in effect for three (3) years from date of

Contract execution by the City Manager and City Clerk.

OPTIONS TO RENEW: The City, through its City Manager, will have the option to extend for an additional two (2), one (1) year period. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. The option will be exercised only when it is in the best interest of the City

of Miami Beach.

If the contract is held over beyond the term herein provided, it shall only be from a month-to-month basis and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and

payment provided herein.

CONTRACTOR(S):

AGC, ELECTRIC, INC.

Tomas Curbelo, 2660 W 79 Street, Hialeah, FL 33016, 305-823-2280

or agc@agcelectric.com

- AUTHORITY Upon affirmative action taken by the Mayor and City Commission of the A. City of Miami Beach, Florida, on March 27, 2023, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- EFFECT This Contract is entered into to provide for traffic signal improvements and В. repairs pursuant to Invitation to Bid No. 2023-057-ND. By virtue of executing this Agreement, Contractor agrees to be bound by and in compliance with the Terms and Conditions for Formal Solicitations - Terms & Conditions - Goods & Services, which may be found at the following link: Formal-Solicitations-Terms-Conditions-Goods-and-Services-General-10.27.2022.pdf (miamibeachfl.gov) and made a part hereof.

Without limiting the foregoing, the Contract Documents expressly include this Contract, Composite Attachment A (the City's Commission Award Memorandum), Attachment B (Invitation to Bid No. ITB-2023-057-ND-Traffic Signal Improvements & Repairs and all Addenda thereto), Attachment C (Sunbiz Entity Detail and Contractor's Response to the ITB.) Provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Contract; the ITB and the Proposal.

PURPOSE -To establish a push button contract in accordance with Appendix A C3 of the ITB. to furnish all supervision, labor, materials, equipment, and tools to perform traffic signal improvements and repairs, including any necessary ancillary work, for future work. Refer to Exhibit A attached hereto for the respective cost proposal.

- D. MANAGING DEPARTMENT CONTACT If you have any questions regarding this communication, you may contact Valerie Velez, Contract Analyst, Procurement Department, at <a href="mailto:valerievelez@miamibeachfl.gov">valerievelez@miamibeachfl.gov</a> or 305-673-7490. Otherwise, all other inquiries should be addressed to Otniel Rodriguez, Transportation and Mobility Department at 305-673-7514 or, <a href="mailto:otnielrodriguez@miamibeachfl.gov">otnielrodriguez@miamibeachfl.gov</a>
- E. <u>INSURANCE CERTIFICATE(S)</u> The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.
- 1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- 2. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- 4. Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. (City of Miami Beach shall be Names as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A+ or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** — Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### **CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH c/o EXIGIS Insurance Compliance Services P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

**Special Risks or Circumstances** – The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

#### F. FORCE MAJEURE

- a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of

any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

- c. The City may, through its City manager, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, through its City Manager, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Chief Procurement Officer. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.
- d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch
- e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager,

suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period

greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term

G. <u>ASSIGNMENT AND PERFORMANCE</u> - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- H. <u>SERVICE EXCELLENCE STANDARDS</u> Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous, and ethical manner, and at all times adhere to the City's Service Excellence standards and provide all services in accordance with Section C3 and C4 Specifications.
- RELATIONSHIP TO THE CITY It is the intent of the City, and Bidder's hereby acknowledge and agree, that the successful Bidders is considered to be an independent contractor, and that neither the Bidders, nor the Bidder's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.
- J. THIRD PARTY BENEFICIARIES Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

- K. <u>MATERIALITY AND WAIVER OF BREACH</u> City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.
  - City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- L. <u>SEVERANCE</u> In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- M. <u>AMENDMENTS</u> No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

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**WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:	CITY OF MIAMI BEACH, FLORIDA
ATTEST:	
By: Rafael E. Granado, City Clerk	Alina T. Hudak, City Manager
Date:6/23/2023   2:13 EDT	
FOR CONSULTANT:	
AGC ELECTRIC, INC.  By: Tomas V	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION  City Attorney  Date
Print Name and Title  Date:	

### APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form (Appendix B) shall be initialed.

#### **Group I Push Button Services**

Traffic Signal Improvements and Repairs - Contractor shall provide pricing below inclusive of all labor, material, equipment, supervision, mobilization and demobilization costs, and transportation necessary on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.

Item Number	Description	Unit	Unit Price
102-74-2	BARRICADES ( Temporary , Type III, 6')	EA	1,50
102-74-1A	BARRICADES ( TEMPORARY- TYPE I, II & VP)	EA	1.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA	30.00
102-77	102-77 HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA	3.00
0102-15-0	RADAR SPEED DISPLAY UNIT	ED	25.00
0102-60-	WORK ZONE SIGN	ED	0.50
0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	1,00
0102- 74- 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	2.00
0102- 76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	30,00
0102-91A	PAVING MARKING TEMPORARY (SKIP),(ANY WIDTH),(YELLOW OR WHITE),(PAINT)	LF	0.90
0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	40.00
102-01	MAINTENANCE OF TRAFFIC	DA	870,00
0104- 10- 3	SEDIMENT BARRIER	LF	6.00
0104- 18-	INLET PROTECTION SYSTEM	EA	25000
0110- 2- 1	CLEARING & GRUBBING (PUSH BUTTON CONTRACT)	AC	1000,00
0110- 4- 2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK - (UP TO 8" SICK)	SY	80.00
0110-4-10C	REMOVE AND DISPOSE EXISTING CURB AND GUTTER	LF	20000
327-70	MILLING EXISTING PAVEMENT (1")(Payment for greater cuts will be paid proportionally)	SY	12.00
200-1-10	LIMEROCK BASE (8" THICK, PRIMED)	SY	7.00
334-2-13-1	HOT MIX ASPHALT, TRAFFIC C, SP-9.5	TN	4000
351-1A	COLOR CONCRETE CURB AND GUTTER (TYPE F)	LF	95,00
351-1B	COLORED CONCRETE SIDEWALK (4"-THICK)	LF	95000
351-1C	COLORED CONCRETE SIDEWALK (6"-THICK)	LF	103:00

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425-5-1	ADJUST MANHOLE (UTILITIES) (MIAMI-DADE WATER	EA	800.00
0520- 2	AND SEWER) CONCRETE CURB & GUTTER (ANY TYPE, INCLUDING	LF ·	900.00
	BASE PREPARATION)	LF	50.00
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (INCLUDES THE COST OF PERDESTIAN RAMPS AND SIDEWALK CURBS)	SY	75,00
0522- 2-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (INCLUDES DRIVEWAYS)	SY	85,00
0526- 1- 2	PAVERS, ARCHITECTURAL, SIDEWALK	SY	20.00
0527-2	DETECTABLE WARNING ON WALKING SURFACE	SF	44,00
0575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	SY	20,00
0580-336	TREE TRIMING .	HR	65,00
620-1-1	GROUNDING ELECTRODE	LF	8,00
630-1-12	CONDUIT 2" PVC, UNDERGROUND	LF	20.00
630-1-13	CONDUIT 2" PVC, UNDERPAVEMENT (contingent to field condition and could be increased, decreased, or eliminated by the Project Manager)	LF	26.00
630-1-14	CONDUIT 2" PVC, UNDERGROUND DIRECTIONAL BORE	LF	26,00
630-1-16B	CONDUIT 2" PVC, additional conduit installed in existent open trench. Item is contingent upon field condition and could be increased, decreased, or eliminated by the Project Manager)	LF	6,00
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	20.00
0630-2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	26.00
0630-2- 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	20.00
0632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	13,000,00
632-7-1A	.TRAFFIC CONTROL CABLE (11-21 CONDUCTOR)	LF	12.00
632-7-1B	TRAFFIC CONTROL CABLE (4-7 CONDUCTOR)	LF	4.00
0632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	9,00
0632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	780.00
0633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	7.00
0633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF	g,ov
0633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	6.00
0633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	125,00
0633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	150,00
0633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	3,600.00
0633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	500,00
0633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	1900,00
0633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	1400,00
0633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	2300,00
0633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	2300.00
0633-3-52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	EA	700,00

0633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH	LF .	8,00
0634-4-151	& INSTALL SPAN WIRE ASSEMBLY, F&I, TWO POINT, PERPENDICULAR	PI .	3,100 100
0634-4-600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	a 80.00
0635-1-11	PULL & SPLICE BOX, (POLYMER)	AS	1,500.00
0635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	1,500.00
0635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	2,700,00
0635-213	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	4,000,00
0635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	420,00
0639-1-12	FP&L HOOKUP AND SITE ELECTRICAL (INCLUDING TELEMETRY WIRING)	LS	2,500,00
0639-1-123	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER NOT REQUIRED	AS	3,850.00
0639-1-13	ELECTRICAL PROWER SERVICES INCLUDES NEMA-3R RAIN-TIGHT INCLOSURE, DISCONNECT SWITCH,POLE CONDUIT)	AS	3,950,00
0639-2-1	SERVICE WIRE(#6 AWG WITH THW INSULATION)(THREE CONDUCTOR SET)(BLACK,WHITE AND GREEN)	LF	7,00
641-2-12	PRESTRESSED CONCRETE POLES(FURNISH & INSTALL)(TYPE P-II SERVICE POLE)	EA	2,300.00
0639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	2,000.00
0641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2,300.00
0641-2-16	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI	EA	4,400,00
06412-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	EA	9 600,00
0646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	EA	712,000,00
0646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	1,200.00
0646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	300.00
647-11-01C	MAST ARM COMBINATION STANDARD-INSTALLATION ONLY(CONTRACTOR FURNISHES FOUNDATION, CUTS AND ADJUST ARMS TO FIT, FURNISH ARM CAPS AND OTHER INCIDENTALS)	EA	20,000,00
647-11-32(1)	MAST ARM COMBINATION STANDARD (32' ARM)(DS-12)	EA	24,500,00
647-11-38	MAST ARM COMBINATION STANDARD (38' ARM) (DS-15)	AS.	26,600.00
647- 11-34A	MAST ARM COMBINATION, (STD. TYPE DS-13)	AS.	24,000,00
647-11-36A	MAST ARM COMBINATIONS, (STD. TYPE DS-14)	AS.	28,000.00
647-11-40A	MAST ARM COMBINATION STANDARD ((40' ARM) (DS-16)	AS.	29,000,00
647-11-42A	MAST ARM COMBINATION STANDARD (42' ARM) (DS-17)	AS.	29, 100,00
647-11-44A	MAST ARM COMBINATION STANDARD (44' ARM) (DS-18)	AS.	30,500.00
647-11-48A	MAST ARM COMBINATION STANDARD (48' Arm) (DS-20)	AS.	31000,00
0649-31-101	STEEL MAST ARM, F&I, WIND SPEED-150, SINGLE ARM, W/O LUMINAIRE-36	EA	59,000.00
0649-31-102	MAST ARM,F&I, WIND SPEED-150,SINGLE ARM,W/0 LUMINAIRE-46	EA .	(9,500.00
0649-31-103	MAST ARM,F&I, WIND SPEED-150, SINGLE ARM,W/0 LUMINAIRE-60	EA	65,000.00
0649- 31-111	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 36- 46	EA	62,000,00

0649- 31-115	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM, W/O LUMINAIRE, 46-60	EA	39,000,00 44,100.00
0649- 31-116	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 46- 70.5	EA	44,100.00
0649- 36-300	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	EA	2,800.00
0650- 1- 14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS.	2000,00
0650- 1- 16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS.	2,100.00
0650- 1- 19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS.	2,500,00
0650- 1- 24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WALUM TOP, 3 SECTION, 1 WAY	AS.	1,800,00
0650-1-44	TRAFFIC SIGNAL, FURNISH & INSTALL PROGRAMABLE, 3 SECTION, 1 WAY	AS.	7,000.00
0650- 1- 60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS.	- 280,00
0650- 1- 70	TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	AS.	900,00
0650-51-313	TRAFFIC SIGNAL, F&I (3 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	2,000.00
0650-51-413	TRAFFIC SIGNAL, F&I (4 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	2,100,00
0650-51-513	TRAFFIC SIGNAL, F&I (5 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	2,500,00
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS.	1800.00
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	·AS.	2500,00
0653- 1- 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS.	400,00
0653-191	PEDESTRIAN SIGNAL, ONE WAY (LED COUNTDOWN)	AS.	1800.00
654-001-013	RECTANGULAR RAPID FLASHING BEACON FURNISHED AND INSTALL	EA	13,000.00
	IN ROADWAY LIGHT ASSEMBLY,IRLA, REPAIR	Cost of part	62,000.00
	SPEED FEEDBACK SIGN, REPAIR	Cost of part	4,500,00
659-112	SIGNAL HEAD AUXILARIES (MOUNTING BRACKET, 2 WAY)	EA	600.00
0660- 1-101	LOOP DETECTOR INDUCTIVE, F&I, TYPE 1	EA	200:00
0660- 1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	EA	240.00
0660- 1-109	LOOP VEHICLE DETECTOR AMPLIFIER (RELAY OUTPUT- RACK MOUNTED TYPE 170 CABINET)	EA	300,00
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	220,00
660-2-101	LOOP ASSEMBLY	AS	1,500,00
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS.	1,300,00
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS.	1,500,00
0660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	EA	10,000,00
0660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	9,000,000

VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA .	6,000.00
VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	4,200.00
LOOP LEAD IN CABLE (NO.14 A.W.G)	EA	7.00
VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	3,000.00
VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, CABINET EQUIPMENT	EA	9,000,00
VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA ·	7,000.00
VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, IN-ROAD ELECTRONICS	EA	8,500,00
PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	300.00
PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	4,200.00
PEDESTRIAN DETECTOR, RELOCATE	EA	100.00
PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	50.00
FLASHING BEACON CONTROLLER ASSEMBLY	AS	6,200,000
TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS.	29,000,00
TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS.	32,000.00
TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS.	5,300.00
TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS.	1900:00
INSTALL TRAFFIC CONTROLLER ASSEMBLY-(BUILD-UP CONTROLLER & COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO CONSTRUCT FOUNDATION, INSTALL AND WIRE CONTROLLER AND COMPONENTS FOR A COMPLETE INSTALLATION)	AS	6,500,00
MODIFICATION OF EXISTING TRAFFIC CONTROLLER ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION)	AS	5,300.00
CONTROLLER CABINET-POLE MOUNTED	EA	2000,00
CONTROLLER ACCESSORIES, REPLACE EXISTING- FURNISH AND INSTAL, TYPE 3 TIME SWITCH	EA	1,600,00
	EA	1,500,00
MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	4,000,00
AUDIBLE-TACTIEL PEDESTRIAN SYSTEM (FURNISHED AND INSTALL)-INCLUDES ALL ELECTRONIC EQUIPMENT, MOUNTING HARDWARE, POWER SUPPLIES, PUSH BUTTONS, AND SIGN FACES WHICH ARE DESIGNED TO BOTH A RAISED VIBRATING TACTILE ARROW AONG WITH A VARIETY OF AUDIBLE SOUNDS FOR DIFFERENT TRAFFIC SIGNAL FUNCTIONS) (THE SYSTEM SHALL CONSIST OF A CONTROL UNIT AND PEDESTRIAN PUSHBUTTON UNIT AS DESCRIBED IN	AS	15,000.00
	INSTALL CABINET EQUIPMENT  VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT  LOOP LEAD IN CABLE (NO.14 A.W.G)  VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT  VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, CABINET EQUIPMENT  VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT  VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT  VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, IN-ROAD ELECTRONICS  PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD  PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD  PEDESTRIAN DETECTOR, RELOCATE  PEDESTRIAN DETECTOR, REMOVE-POLE/PEDESTAL TO REMAIN  FLASHING BEACON CONTROLLER ASSEMBLY  TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA  TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION  TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET  INSTALL TRAFFIC CONTROLLER AND COMPONENTS FOR A COMPLETE INSTALLATION)  MODIFICATION OF EXISTING TRAFFIC CONTROLLER ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION)  CONTROLLER COBINET-POLE MOUNTED  CONTROLLER CABINET-POLE MOUNTED  CONTROLLER ACCESSORIES, REPLACE EXISTING-FURNISH AND INSTALL, TYPE 3 TIME SWITCH  MANAGED FIELD ETHERNET SWITCH, FURNISHED  AND INSTALL  AUDIBLE-TACTIEL PEDESTRIAN SYSTEM (FURNISHED  AND INSTALL  AUDIBLE-TACTIEL PEDESTRIAN SYSTEM (F	INSTALL CABINET EQUIPMENT VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT LOOP LEAD IN CABLE (NO.14 A.W.G)  VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, CABINET EQUIPMENT VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, IN-ROAD ELECTRONICS PEDESTRIAN DETECTOR, FURNISH & INSTALL, EA ACCESSIBLE PEDESTRIAN DETECTOR, FURNISH & INSTALL, EAACCESSIBLE PEDESTRIAN DETECTOR, RELOCATE PEDESTRIAN DETECTOR, RELOCATE PEDESTRIAN DETECTOR, REMOVE-POLE/PEDESTAL TO REMAIN FLASHING BEACON CONTROLLER ASSEMBLY AS TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA AS. TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA AS. TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET INSTALL TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER & COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO CONSTRUCT FOUNDATION, INSTALL AND WIRE CONTROLLER AND COMPONENTS FOR A COMPLETE INSTALLATION) MODIFICATION OF EXISTING TRAFFIC CONTROLLER ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY, CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION) CONTROLLER COREONES, REPLACE EXISTING-FURNISHED BY COUNTY, CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION) CONTROLLER CABINET-POLE MOUNTED  CONTROLLER CABINET-POLE MOUNTED  CONTROLLER CABINET-POLE MOUNTED  AS ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY, CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION) CONTROLLER CACESSORIES, REPLACE EXISTING-FURNISHED AND INSTALL, TYPE 3 TIME SWITCH  SOLAR PAGER PROGRAMABLE TIME SWITCH  AS AND INSTALL, HOLUDES ALL ELECTRONIC EQUIPMENT, MOUNTING HARDWARE, POWER SUPPLIES, PUSH BUTTONS, AND SIGN FACES WHICH ARE DESIGNED TO BOTH A RA

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0685-165	SOLAR ENGINE (INCLUDES ELECTRONICS, BATTERIES & SOLAR PANELS), DUAL LED SIGNAL INCLUDING, HOUSING AND MOUNTING HARDWARE	AS	MA por Addendu.
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EA	28000
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA	100,00
690-31	REMOVE SIGNAL PEDESTAL	EA	480,00,
690-32-2	POLE REMOVAL(SHALLOW)(BOLT ON ATTACHMENT)	EA	3,400,00
690-33-1	POLE REMOVAL (DEEP)(DIRECT BURIAL)	EA	1800,00
690-40	REMOVE MAST ARM ASSEMBLY	EA	3,000,00
690-50	REMOVE CONTROLLER ASSEMBLY	EA	1,200,00
690-51	REMOVE CONTROLLER FOUNDATION-INCLUDES PROPER DISPOSAL, AND GRADING OF AREA IF REQUIERED	EA	920,00
690-100	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	PI	870,00
690-110	RELOCATE SIGNAL HEAD ASSEMBLY-(SINGLE OR MULTIPLE SECTION, SPAN WIRE OR MAST ARM MOUNTED)(PROVIDE NEW ASTRO BRACKET)	EA	720,00
690-200	PULL BOX REMOVAL	EA	200,00
690-70A	REMOVE PEDESTRIAN DETECTOR ASSEMBLY (INCLUDES PUSH BUTTON SIGN)	EA	80,00
699-1-1A	INTERNALLY ILLUNINATED STREET SIGN NAME (LED), (INCLUDING MOUNTY BRACKET)	AS	3500.00
0700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	3500,00
0700- 5- 50	INTERNALLY ILLUMINATED SIGN, RELOCATE	EA	1000.00
0700- 5- 60	INTERNALLY ILLUMINATED SIGN, REMOVE	EA	300,00
0700- 11-391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	AS.	8,000.00
0700- 12- 12	SIGN BEACON, F&I GROUND MOUNT- AC POWERED, TWO BEACONS	AS.	7,000,00
0700- 12- 32	SIGN BEACON, F&I OVERHEAD MOUNT, TWO BEACONS	AS.	10,000,00
0705- 10- 1	OBJECT MARKER, TYPE 1	EA	250,00
0706- 3-	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	8,00
0706-1-12	RETRO-REFLECTIVE PAVEMENT MARKERS (CLASS B, MONO OR BI-DIRECTIONAL, ALL COLORS)	EA	10,00
0706-47	RELOCATE SIGN (SINGLE POST, INCLUDES BASE POST AND FOOTING)	AS	1,000.00
0711- 11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	2,00
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	3,50
0711- 11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	4.50
0711- 11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	5,00
0711- 11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	5,000,00
0711- 11-151	THERMOPLASTIC WHITE DOTTED/GUIDELINE (6")	LF	3,000
0711- 11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	250,00
0711- 11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA .	200,00
0711-11-221	THERMOPLASTIC, YELLOW, SOLID, (6")	LF	3,00

0711- 11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL, GROUND MOUNT-SOLAR POWERED, ELECTRONIC SPEED FEEDBACK SIGN, 12-20 SF	AS	15,000,00
0711- 11-241	THERMOPLASTIC, YELLOW, SKIP, (6")	LF	5 8,00
0711- 11-251	THERMOPLASTIC, YELLOW, DOTTED/GUIDELINE, (6")	LF	8,00
0711- 14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA ·	850.00
0711- 14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	660.00
0711- 15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	8,000,00
0711- 15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	1 5,000,00
0711- 15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	8500,00
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	6,000,00
0711- 16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	6,000,00
0711- 17-	REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	8,00
0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS.	800.00
0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS.	1,300,00
0700-20-40	SINGLE POST SIGN, RELOCATE	AS.	,600,00
0700-1-60	SINGLE POST SIGN, REMOVE	AS.	100.00
0700-2-15	MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF	AS.	7,100,00
700-20-11	SINGLE POST SIGN, F&I , UP TO 12 SF	AS	8,00
0700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	500,00
0700-3-102	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, 12- 20 SF	EA	800,00
0700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	1,000.00
0700-3-204	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 31-50 SF	EA	2300,00
0700-3-205	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF	EA	3,800,09.
0700-3-206	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 101-200 SF	EA	5,800,00
0700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	300.00
0700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	1920.00
0700-3-602	SIGN PANEL, REMOVE, 12-20 SF	EA	190,00
0700-3-605	SIGN PANEL, REMOVE, 51-100 SF	EA	500,00
0700-3-606	SIGN PANEL, REMOVE, 101-200 SF	EA	700,00
0700-40-02	ROADSIDE SIGNS(DOUBLE POST)(12 THRU 25 SF)	AS	4500.00
0700-46-01	REMOVAL OF SIGN AND POST	AS	-200,00
0700-48-18	SIGN PANEL LESS THAN 15 SF	AS	480,00
0700-48-28B	SIGN PANEL INSTALLATION, (MAST ARM, OR SPAN WIRE MOUNT. COUNTY FURNISH SIGN ONLY. CONTRACTOR FURNISHES ACCESSORIES, STRAPS,CABLES, BRACKETS, CONNECTORS, ETC.)	EA	480,00
700-48-60B	REMOVAL OF SIGN PANEL	EA	150,00

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	BLINKER SIGN, FLASHING LEG SIGN	EA	3,850,00
0700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	3,500,06

	TIME AND MATERIAL	COSTS FOR ADI	GROUP II DITIONAL GOOD	OS OF	R SERVICES NOT SPECIFIED	
Item	Hourly Rate	Estimated Annual Service Hours	U/M		Unit Cost	Total Annual Service (Hours_X_Unit_Cost)
1	Hourly Rate – Regular (See C3.2)	50	Hourly Rate	\$	45,00	\$ 2250,00
2	Hourly Rate - Non-Regular (See C3.2)	20	Hourly Rate	\$	68,00	\$ 1,300.00
3	Hourly Rate - Emergency (See C3.2)	15	Hourly Rate	\$	90,00	\$ 11350,0
•		(A) Estimated Annual Cost <sup>1</sup>	(B) % Mark-up (See Section C3.2.4)		(C) Cost of % Mark-up (A x B = C)	(D) Net Annual Cost (A + C = D)
4	Cost of Materials	\$25,000	12 %	\$	3000.00	\$ 28,000,00
	THE RESERVE TO STATE OF THE PARTY OF THE PAR				GRAND TOTAL (Items1-4)	\$ 32,900.00

<sup>&</sup>lt;sup>1</sup>The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

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13 8 6	BLINKER SIGN, FLASHING LEG SIGN	EĄ	3,850,00
0700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	3,500.06

Item	Hourly Rate	Estimated Annual Service Hours <sup>1</sup>	U/M	Unit Cost	Total Annual Service (Hours_X_Unit_Cost)
1	Hourly Rate – Regular (See C3.2)	50	Hourly Rate	\$ 45,00	\$ 2250,00
2	Hourly Rate - Non-Regular (See C3.2)	20	Hourly Rate	\$ 65,00	\$ 1,300.00
3	Hourly Rate - Emergency (See C3.2)	15	Hourly Rate	\$ 90,00	\$ 11350,0
		(A) Estimated Annual Cost <sup>1</sup>	(B) % Mark-up (See Section C3.2.4)	(C) Cost of % Mark-up (A x B = C)	(D) Net Annual Cost (A + C = D)
4	Cost of Materials	\$25,000	12 %	\$ 3000.00	\$ 28,000,00
				GRAND TOTAL (Items1-4)	\$ 32,900,00

<sup>&</sup>lt;sup>1</sup>The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

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### ATTACHMENT A COMMISSION AWARD MEMO

#### **COMMISSION MEMORANDUM**

TO: Honorable Mayor and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: March 27, 2023

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID

(ITB) 2023-057-ND FOR TRAFFIC SIGNAL IMPROVEMENTS AND REPAIRS.

#### **RECOMMENDATION**

It is recommended that the Mayor and City Commission approve the award of a contract to AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc., pursuant to Invitation to Bid (ITB) No. 2023-057-ND for traffic signal improvements and repairs and further authorize the City Manager and City Clerk to execute the contracts.

This solicitation is currently under the cone of silence.

#### **BACKGROUND/HISTORY**

The purpose of this ITB is to establish a contract with qualified firm(s) for traffic signal improvements and repairs, including any necessary ancillary work, as necessary.

It is the City's intent to award this contract as a push-button contract. Push button contracts provide a means of quickly responding to critical needs via a competitively solicited indefinite-quantity contract. When items are needed, the requesting department will select the awarded vendor that has the best pricing and availability for the entirety of the items required for the particular need identified on a case-by-case basis.

#### **ANALYSIS**

On December 27, 2022, the ITB was issued. The Procurement Department issued bid notices to approximately 10,195 companies utilizing the City's e-procurement system, with 57 prospective bidders accessing the solicitation. A voluntary pre-bid conference was held on January 11, 2023 to provide information to proposers submitting a response. ITB responses were due and received on February 15, 2023. The City received four (4) responses from the following firms: AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc. See Attachment A for a tabulation of bids received.

The ITB stated that the responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB would be recommended for award. In its due diligence, the Procurement and Transportation and Mobility Departments found that the four (4) bids submitted meet the requirements of the ITB.

Below is a brief summary of the four (4) bidders as articulated in their bid response:

#### AGC Electric, Inc.

Established in 1997, AGC Electric, Inc. is a state-certified electrical firm specializing in all types of electrical work, traffic signals, roadway and parking lot lighting, fire alarms, CCTV, intercom, sound, intrusion detection, stage lighting, and telephone data systems. Through multiple years of experience, the firm has offered its services to clients such as the Florida Department of Transportation. AGC Electric Inc. is also an incumbent providing these services to the City, and the City has been satisfied with its work and offered positive feedback.

#### **AUM Construction Inc.**

Since 2006, AUM Construction has been a state-certified electrical and general contractor registered in Florida. It is a Miami-Dade County-certified Disadvantaged Business Enterprise (DBE) that specializes in transportation lighting, signalization, and intelligent transportation systems. Through multiple years of experience, the firm has offered services to clients such as the Florida Department of Transportation for District 6. AUM Construction currently provides the City with traffic signal improvement and repair services, and the City has been satisfied with its work.

#### Horsepower Electric Inc.

Horsepower Electric Inc. is a state-certified electrical and general contractor registered in Florida, specializing in roadway lighting maintenance and construction, traffic signalization, red light camera installations, intelligent transport systems, and energy savings (LED and Solar Solutions). Horsepower Electric has an excellent safety record and strictly adheres to all safety guidelines and standards set by national, state, and city regulatory agencies. Regardless of a project's scope, Horsepower Electric works to meet its client's needs by keeping up with modern technology in the industry and always striving for excellence in workmanship, customer satisfaction, and professional commitment.

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For over twelve years, R & D Electric, Inc. has been part of the constant growth and improvement of South Florida by serving various cities, municipalities, highway authorities, and agencies in street lighting, traffic signalization, and utility work. It is a Miami-Dade County certified Small Business Enterprise (SBE) that has provided electrical services to the Miami-Dade Police Department, the City of Coral Gables, and the City of Tamarac. Since 2014 it has provided routine electrical services to the City, including emergency repairs and planned repairs for small projects. To date, the City is satisfied with the services provided.

#### SUPPORTING SURVEY DATA

Not Applicable

#### FINANCIAL INFORMATION

The estimated annual cost for traffic signal improvements and repairs is \$275,000. Grant funds are not expected to be utilized for these services.

#### Amount(s)/Account(s):

106-9615-000349-30-403-529-00-00-00

\$400,000

Additional projects may be funded through the capital improvement project budget process.

#### CONCLUSION

Based on the foregoing, it is recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc., pursuant to Invitation to Bid (ITB) No. 2023-057-ND for traffic signal improvements and repairs and further authorize the City Manager and City Clerk to execute the contracts.

#### Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

<u>Does this item utilize G.O.</u> Bond Funds?

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No

Legislative Tracking

Transportation/Procurement

#### **ATTACHMENTS:**

Description

Attachment A

#### Group I Push Button Services

Traffic Signal Improvements and Repairs - Contractor shall provide pricing below inclusive of all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic, if necessary, and transportation necessary on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.

Item Number	Description	Unit	AGC	Electric, Inc.	AUM Construction Inc.	Horsepower Electric, Inc.	R & D Electric, Inc.
102-74-2	BARRICADES ( Temporary , Type III, 6')	EA	\$	1.50	\$ 1.00	\$ 2.00	\$ 0.50
102-74-1A	BARRICADES ( TEMPORARY- TYPE I, II & VP)	EA	\$	1.00	\$ 1.00	\$ 1.00	\$ 0.50
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA	\$	30.00	\$ 15.00	\$ 15.00	\$ 8.00
102-77	102-77 HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA	\$	3.00	\$ 25.00	\$ 1.00	\$ 6.00
0102-15-0	RADAR SPEED DISPLAY UNIT	ED	\$	25.00	\$ 25.00	\$ 25.00	\$ 10.00
0102-60-	WORK ZONE SIGN	ED	\$	0.50	\$ 1.00	\$ 1.00	\$ 3.00
0102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	\$	1.00	\$ 0.50	\$ 1.00	\$ 0.50
0102-74- 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	s	2.00	\$ 0.50	\$ 3.00	\$ 0.50
0102-76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	\$	30.00	\$ 15.00	\$ 15.00	\$ 8.00
0102-91A	PAVING MARKING TEMPORARY (SKIP),(ANY WIDTH),(YELLOW OR WHITE),(PAINT)	LF	s	0.90	s 1.00	\$ 3.00	\$ 8.00
0102-99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	\$	40.00	\$ 20.00	\$ 25.00	\$ 20.00
102-01	MAINTENANCE OF TRAFFIC	DA	\$	870,00	\$ 750.00	\$ 2,500.00	\$ 600.00
0104-10-3	SEDIMENT BARRIER	LF	\$	6.00	\$ 5.00	\$ 0.50	\$ 8.00
0104- 18-	INLET PROTECTION SYSTEM	EA	\$	250.00	\$ 350.00	\$ 60.00	\$ 350.00
0110-2-1	CLEARING & GRUBBING (PUSH BUTTON CONTRACT)	AC	\$	1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00
0110-4- 2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK - (UP TO 8" SICK)	SY	\$	80.00	\$ 30.00	\$ 40.00	No Bid
0110-4-10C	REMOVE AND DISPOSE EXISTING CURB AND GUTTER	LF	\$	20.00	\$ 10.00	\$ 10.00	No Bid
327-70	MILLING EXISTING PAVEMENT (1")(Payment for greater cuts will be paid proportionally)	SY	s	12.00	s 15.00	s 20.00	\$ 6.00
200-1-10	LIMEROCK BASE (8" THICK, PRIMED)	SY	\$	7.00	\$ 50.00	\$ 75.00	\$ 350.00
334-2-13-1	HOT MIX ASPHALT, TRAFFIC C, SP-9.5	TN	\$	450.00	\$ 550.00	\$ 500.00	\$ 250.00
351-1A	COLOR CONCRETE CURB AND GUTTER (TYPE F)	LF	\$	85.00	\$ 45.00	\$ 50.00	\$ 120.00
351-1B	COLORED CONCRETE SIDEWALK (4"-THICK)	LF	\$	95.00	\$ 70.00	\$ 75.00	\$ 120.00
351-1C	COLORED CONCRETE SIDEWALK (6"-THICK)	LF	\$	103.00	\$ 80.00	\$ 85.00	\$ 120.00
425-5-1	ADJUST MANHOLE (UTILITIES) (MIAMI-DADE WATER AND SEWER)	EA	\$	800.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00
0520- 2	CONCRETE CURB & GUTTER (ANY TYPE, INCLUDING BASE PREPARATION)	LF	\$	50.00	\$ 35.00	\$ 50.00	\$ 120.00
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (INCLUDES THE COST OF PEDESTRIAN RAMPS AND SIDEWALK CURBS)	SY	\$	75.00	\$ 70.00	\$ 85.00	\$ 120.00
0522- 2-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (INCLUDES DRIVEWAYS)	SY	s	85.00	\$ 80.00	\$ 95.00	\$ 146.00
0526- 1- 2	PAVERS, ARCHITECTURAL, SIDEWALK	SY	\$	120.00	\$ 200.00	\$ 200.00	\$ 300.00
0527-2	DETECTABLE WARNING ON WALKING SURFACE	SF	\$	45.00	\$ 35.00	\$ 40.00	\$ 86.00
0575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	SY	\$	20.00	\$ 20.00	\$ 10,00	\$ 40.00
0580-336	TREE TRIMING	HR	\$	65.00	\$ 250.00	\$ 175.00	\$ 60.00
620-1-1	GROUNDING ELECTRODE	LF	\$	8.00	\$ 20.00	\$ 10.00	\$ 26.00
630-1-12	CONDUIT 2" PVC, UNDERGROUND	LF	\$	20.00	\$ 30.00	\$ 30.00	\$ 40.00

630-1-13	CONDUIT 2" PVC, UNDERPAVEMENT (contingent to field condition and could be increased, decreased, or eliminated by the Project Manager)	LF	s	26.00		50.00		50.00	\$ 56.00
630-1-14	CONDUIT 2" PVC, UNDERGROUND DIRECTIONAL BORE	LF	\$	26.00	\$	50.00	\$	30.00	\$ 45.00
630-1-16B	CONDUIT 2" PVC, additional conduit installed in existent open trench. Item is contingent upon field condition and could be increased, decreased, or eliminated by the Project Manager)	LF	\$	6.00	\$	10.00	\$	10.00	\$ 6.00
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	\$	20.00	\$	30.00	\$	30.00	\$ 40.00
0630-2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	\$	26.00	\$	50.00	\$	30.00	\$ 45.00
0630-2- 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	\$	20.00	\$	65.00	\$	30.00	\$ 48.00
0632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	\$	13,000.00		10,000.00	\$	12,000.00	\$ 8,600.00
632-7-1A	TRAFFIC CONTROL CABLE (11-21 CONDUCTOR)	LF	\$	12.00	\$	20.00	\$	25.00	\$ 12.00
632-7-1B	TRAFFIC CONTROL CABLE (4-7 CONDUCTOR)	LF	\$	9.00	\$	15.00	\$	20.00	\$ 11,00
0632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	\$	9.00	\$ ~	10.00	\$	20.00	\$ 12.00
0632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	\$	780.00	\$	250.00	\$	500.00	\$ 800.00
0633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	S	7.00	\$	8.00	\$	4.00	\$ 8,00
0633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF	\$	9.00	\$	10.00	\$	6.00	\$ 8,00
0633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	\$	6.00	\$	8,00	\$	3,00	\$ 8.00
0633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	\$	125.00	\$	100.00	\$	100.00	\$ 120,00
0633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	ËA	\$	150.00	\$	200.00	\$	125.00	\$ 120.00
0633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	\$	3,600.00	\$	2,000.00	\$	1,250.00	\$ 2,600.00
0633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	s	500.00	\$	100.00	\$	75.00	250.00
0833-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	s	1,900.00	s	750.00	s	100.00	\$ 310.00
0633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	\$	1,900,00	s	2,500.00	\$	1,500.00	\$ 3,600.00
0633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	s	2,300.00		2,500.00	\$	1,600.00	\$ 2,600.00
0633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	\$	800.00	\$	750.00	\$	500.00	\$ 1,200.00
0633-3-52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	EA	\$	700.00	\$	80.00	\$	100.00	\$ 800.00
0633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	s	8.00	s	15.00	\$	5.00	\$ 12.00
0634-4-151	SPAN WIRE ASSEMBLY, F&I, TWO POINT, PERPENDICULAR	인	\$	3,100.00		6,000.00	\$	5,000.00	\$ 13,800.00
0634-4-600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	\$	980.00	\$	1,000.00		1,000.00	\$ 750.00
0635-1-11	PULL & SPLICE BOX, (POLYMER)	AS	5	1,500.00	\$	1,500.00	\$	1,500.00	1,200.00
0635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	ËΑ	\$	1,500.00		2,000.00	\$	1,500.00	\$ 1,200.00
0635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	\$	2,700.00	\$	2,500.00	\$	3,000.00	\$ 2,800,00
0635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	\$	4,000.00		5,000.00		5,000.00	\$ 4,100.00
0635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	\$	420.00	\$	750.00	\$	750.00	\$ 680.00
0639-1-12	FP&L HOOKUP AND SITE ELECTRICAL (INCLUDING TELEMETRY WIRING)	LS	ş	2,500.00	\$	1,000.00	\$	7,500.00	\$ 6,000.00
0639-1-123	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER NOT REQUIRED	AS	\$	3,850.00	\$	7,000.00	\$	7,400.00	\$ 5,000.00
0639-1-13	ELECTRICAL PROWER SERVICES INCLUDES NEMA-3R RAIN-TIGHT INCLOSURE, DISCONNECT SWITCH, POLE CONDUIT)	AS	\$	3,950.00	\$	8,000.00	\$	7,500.00	\$ 3,900.00

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0639-2-1	SERVICE WIRE(#6 AWG WITH THW INSULATION)(THREE CONDUCTOR SET)(BLACK,WHITE AND GREEN)	LF	s	7.00	\$ 10.00	\$ 12.00	\$	8.00
641-2-12	PRESTRESSED CONCRETE POLES(FURNISH & INSTALL)(TYPE P-II SERVICE POLE)	EA	\$	2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 3,90	00.00
0639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	\$	2,000.00	\$ 1,000.00	\$ 1,500.00	\$ 2,50	00.00
0641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	\$	2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 3,90	00.00
0641-2-16	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI	EA	\$	8,900.00	\$ 6,000.00	\$ 12,500.00	\$ 4,90	00.00
0641-2-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	EA	\$	9,600.00	\$ 7,000.00	\$ 14,000.00	\$ 6,90	00.00
0646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	EA	S	2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,00	00.00
0646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	s	1,200,00	\$ 1,500,00	\$ 1,500,00	\$ 3.00	00.00
0646-1-60	ALUMINUM SIGNALS POLE, REMOVE	ĒΑ	Š	300.00				50.00
647-11-01C	MAST ARM COMBINATION STANDARD-INSTALLATION ONLY(CONTRACTOR FURNISHES FOUNDATION, CUTS AND ADJUST ARMS TO FIT, FURNISH ARM CAPS AND OTHER INCIDENTALS)	EA	s	20,000.00				
647-11-32(1)	MAST ARM COMBINATION STANDARD (32' ARM)(DS-12)	EA	\$	24,500.00	\$ 30,000.00	\$ 50,000.00	\$ 65,00	00.00
647-11-38	MAST ARM COMBINATION STANDARD (38' ARM) (DS-15)	AS.	\$	26,600,00	\$ 34,000,00	\$ 55,000,00	\$ 85,00	00.00
647- 11-34A	MAST ARM COMBINATION, (STD. TYPE DS-13)	AS.	\$	27,000.00	\$ 32,000.00	\$ 53,000.00	\$ 84,00	00.00
647-11-36A	MAST ARM COMBINATIONS, (STD, TYPE DS-14)	AS.	\$	28,000.00	\$ 33,500.00	\$ 53,500.00	\$ 84,00	00.00
647-11-40A	MAST ARM COMBINATION STANDARD [(40' ARM) (DS-16)	AS.	\$	29,000.00	\$ 38,000.00	\$ 55,500.00	\$ 86,00	00.00
647-11-42A	MAST ARM COMBINATION STANDARD (42' ARM) (DS-17)	AS.	\$	29,700.00	\$ 40,000.00	\$ 56,000.00	\$ 86,00	00.00
647-11-44A	MAST ARM COMBINATION STANDARD (44' ARM) (DS-18)	AS.	\$	30,500.00	\$ 42,000.00	\$ 57,000.00	\$ 86,00	0.00
647-11-48A	MAST ARM COMBINATION STANDARD (48' Arm) (DS-20)	AS.	S	31,000.00				
0649-31-101	STEEL MAST ARM,F&I, WIND SPEED-150,SINGLÉ ARM, W/0 LUMINAIRE- 36	EA	\$	59,000.00	\$ 65,000.00			
0649-31-102	MAST ARM, F&I, WIND SPEED-150, SINGLE ARM, W/O LUMINAIRE-46	EA	\$	59,500.00				00.00
0649-31-103	MAST ARM, F&I, WIND SPEED-150, SINGLE ARM, W/O LUMINAIRE-60	EA	\$	65,000.00				00.00
0649- 31-111	MAST ARM, F&I, WIND SPEED-150, DOUBLE ARM, W/O LUMINAIRE, 36-46	EA	\$	62,000.00				
0649-31-115	MAST ARM, F&I, WIND SPEED-150, DOUBLE ARM, W/O LUMINAIRE, 46-60	EA	\$	39,000.00	\$ 135,000.00	\$ 86,000.00	\$ 160,00	0.00
0649- 31-116	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 46- 70.5	EA	s	44,100.00	\$ 140,000.00	\$ 95,000.00	\$ 160,00	00.00
0649-36-300	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	EA	. \$	2,800.00	\$ 1,500.00	\$ 3,500.00	\$ 6,00	00.00
0650- 1- 14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS.	\$	2,000.00	\$ 1,800,00	\$ 1,800.00	\$ 2,10	00.00
0650- 1- 16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS.	\$	2,100.00	\$ 2,000.00	\$ 2,000.00	\$ 2,60	00,00
0650- 1- 19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS.	s	2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 3,00	00,00
0650- 1- 24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WIALUM TOP, 3 SECTION, 1 WAY	AS.	\$	1,800.00	\$ 2,000.00	\$ 1,700.00	\$ 2,10	00.00
0650-1-44	TRAFFIC SIGNAL, FURNISH & INSTALL PROGRAMABLE, 3 SECTION, 1 WAY	AS.	\$	7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 14,00	00.00
0650- 1- 60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS.	\$	280.00	\$ 150.00	\$ 200.00	\$ 8	30.00
0650- 1- 70	TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	AS.	s	900,00	\$ 350,00	\$ 700.00	\$ 1,20	00.00
0650-51-313	TRAFFIC SIGNAL, F&I (3 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	\$	2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,10	00.00
0650-51-413	TRAFFIC SIGNAL, F&I (4 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	ş	2,100.00	\$ 2,000.00	\$ 2,000.00	\$ 2,60	00.00

0650-51-513	TRAFFIC SIGNAL, F&I (5 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	\$	2,500.00			2,200.00	_	3,000.00
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS.	\$	1,800.00			1,100.00		1,400.00
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS.	\$	2,500.00	\$ 2,500.0	0 \$	2,000.00	\$\$	2,600.00
0653- 1- 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS.	ş	400.00	s 150.0	0 \$	100.00	\$	80.08
0653-191	PEDESTRIAN SIGNAL, ONE WAY (LED COUNTDOWN)	AS.	\$	1,800.00	\$ 1,800.0	0 \$	1,100.00	\$	1,400.00
654-001-013	RECTANGULAR RAPID FLASHING BEACON FURNISHED AND INSTALL	EA	\$	13,000.00			15,000.00	\$	18,100.00
	IN ROADWAY LIGHT ASSEMBLY,IRLA, REPAIR	Cost of part	\$	62,000.00			7,500,00		2,500.00
	SPEED FEEDBACK SIGN, REPAIR	Cost of part	\$	4,500.00	\$ 12,000.0	0 \$	6,000.00	<b>65</b>	2,500.00
659-112	SIGNAL HEAD AUXILARIES (MOUNTING BRACKET, 2 WAY)	EA	\$	600.00		0 \$	800.00		2,000.00
0660- 1-101	LOOP DETECTOR INDUCTIVE, F&I, TYPE 1	EA	\$	200.00		0 \$	200.00		800.00
0660- 1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	EA	\$	290.00	\$ 200.0	0 \$	225.00	\$	900.00
0660- 1-109	LOOP VEHICLE DETECTOR AMPLIFIER (RELAY OUTPUT-RACK MOUNTED TYPE 170 CABINET)	EA	s	300.00	\$ 200.0	0 \$	500.00	\$	800.00
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	\$	220,00	\$ 250.0	0   \$	300,00	\$	800.00
660-2-101	LOOP ASSEMBLY	AS	\$	1,500.00		0   \$	1,800.00	\$	2,500.00
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS.	\$	1,300.00	\$ 1,200.0	0 \$	600.00	\$	2,500.00
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS.	S	1,500.00	\$ 1,600.0	0 \$	1,900.00	\$	2,500.00
0660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	EA	\$	10,000.00	\$ 11,000.0	0 \$	7,500.00	\$	8,500,00
0660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	\$	9,000.00	\$ 11,500.0	0 \$	11,000.00	\$	20,000.00
0660- 4- 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	s	6,000.00	\$ 10,000.0	0 \$	20,000.00	\$	20,000.00
0660- 4- 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	s	4,200.00	\$ 3,500.0	0 \$	7,500.00	\$	8,500.00
0660- 4- 4A	LOOP LEAD IN CABLE (NO.14 A.W.G)	EA	\$	7.00	\$ 10.0	0 \$	5.00	\$	8.00
0660- 4- 42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	\$	3,000.00	\$ 2,000.0	0 \$	1,500.00	\$	4,400.00
0660-5-11	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, CABINET EQUIPMENT	EA	\$	9,000.00	\$ 12,000.0	0 \$	3,500.00	\$	9,800.00
0660-5-12	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	\$	7,000.00	\$ 12,000,0	0 \$	10,000.00	\$	6,100.00
0660-5-13	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, IN-ROAD ELECTRONICS	EA	\$_	8,500.00			2,500.00		8,500.00
0665- 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	\$	300.00			350.00		600.00
0665- 1- 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	\$	4,200.00			1,500.00		3,400.00
0665- 1- 40	PEDESTRIAN DETECTOR, RELOCATE	EA	\$	100.00			200.00	_	600.00
0665- 1- 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	\$	50.00		0 \$	50.00		1,000.00
0670- 4-1	FLASHING BEACON CONTROLLER ASSEMBLY	AS	\$	6,200.00			5,000.00		8,500.00
0670- 5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS.	\$	29,000.00			40,000.00		54,000,00
0670- 5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS.	\$_	32,000.00			41,000.00		54,000.00
0670- 5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	\$	5,300.00	\$ 5,000.0	0 \$	5,000.00	\$	14,000.00
0670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS.	s	1,900.00	\$ 750.0	ю \$	500.00	\$	2,500.00

672-1-3	INSTALL TRAFFIC CONTROLLER ASSEMBLY-(BUILD-UP CONTROLLER & COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO CONSTRUCT FOUNDATION, INSTALL AND WIRE CONTROLLER AND COMPONENTS FOR A COMPLETE INSTALLATION)	AS	s	6,500.00	\$	15,000.00	s	4,500.00	\$	20,000.00
672-1-4	MODIFICATION OF EXISTING TRAFFIC CONTROLLER ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION)	AS	s	5,300.00		5,000.00	\$	3,500.00	\$	14,000.00
0676-110-110A	CONTROLLER CABINET-POLE MOUNTED	EA	\$	2,000.00	\$	5,000.00	\$	8,000.00	\$	14,000.00
0678-1-109	CONTROLLER ACCESSORIES, REPLACE EXISTING- FURNISH AND INSTAL, TYPE 3 TIME SWITCH	EA	\$	1,600.00	\$	2,500.00	\$	3,000.00	\$	9,500.00
0678-1-113C	SOLAR PAGER PROGRAMABLE TIME SWITCH	EA	\$	1,500.00	\$	5,000.00	\$	2,500.00	\$	9,500.00
0684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	S	4,000.00	S	8,000.00		5,000.00	\$	8,500.00
0685-163	AUDIBLE-TACTIEL PEDESTRIAN SYSTEM (FURNISHED AND INSTALL)- INCLUDES ALL ELECTRONIC EQUIPMENT, MOUNTING HARDWARE, POWER SUPPLIES, PUSH BUTTONS, AND SIGN FACES WHICH ARE DESIGNED TO BOTH A RAISED VIBRATING TACTILE ARROW AONG WITH A VARIETY OF AUDIBLE SOUNDS FOR DIFFERENT TRAFFIC SIGNAL FUNCTIONS)(THE SYSTEM SHALL CONSIST OF A CONTROL UNIT AND PEDESTRIAN PUSHBUTTON UNIT AS DESCRIBED IN THE TECHNICAL SPECIAL PROVISIONS)	AS	s	15,000.00	•	3,500.00	S	15,000.00	\$	11,000.00
0685-165	SOLAR ENGINE (INCLUDES ELECTRONICS,BATTERIES & SOLAR PANELS), DUAL LED SIGNAL INCLUDING, HOUSING AND MOUNTING HARDWARE	AS	No Bio	i	s	5,000.00	\$	10,000.00	No E	Bid
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EA	\$	280.00	\$	250.00	\$	400.00	\$	80.00
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA	\$	100.00	\$	250.00	\$	150.00	\$	80,00
690-31	REMOVE SIGNAL PEDESTAL	EA	\$	480.00	\$	250.00	\$	500.00	\$	80.00
690-32-2	POLE REMOVAL(SHALLOW)(BOLT ON ATTACHMENT)	_EA	S	3,400.00	\$	1,000.00	\$	2,500.00	\$	6,400.00
690-33-1	POLE REMOVAL (DEEP)(DIRECT BURIAL)	EA	\$	1,800.00	\$	1,000.00	\$	5,000.00	\$	8,000.00
690-40	REMOVE MAST ARM ASSEMBLY	EA	\$	3,000.00	\$	1,500.00	\$	2,400.00	\$	4,000.00
690-50	REMOVE CONTROLLER ASSEMBLY	ĒΑ	\$	1,200.00	\$	1,000.00	\$	400.00	\$	2,800.00
690-51	REMOVE CONTROLLER FOUNDATION-INCLUDES PROPER DISPOSAL, AND GRADING OF AREA IF REQUIERED	EA	s	920.00	\$	1,000.00	\$	750.00	\$	10,000,00
690-100	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	PI	\$	870.00	\$	500.00	\$	500.00	\$	2,000.00
690-110	RELOCATE SIGNAL HEAD ASSEMBLY-(SINGLE OR MULTIPLE SECTION, SPAN WIRE OR MAST ARM MOUNTED)(PROVIDE NEW ASTRO BRACKET)	EA	s	720.00	s	350.00	s	1,000.00	s	2,000.00
690-200	PULL BOX REMOVAL	EA	\$	200.00	\$	100.00	\$	500,00		800,00
690-70A	REMOVE PEDESTRIAN DETECTOR ASSEMBLY (INCLUDES PUSH BUTTON SIGN)	EA	ş	80.00	\$	100.00		50.00		100.00
699-1-1A	INTERNALLY ILLUNINATED STREET SIGN NAME (LED), (INCLUDING MOUNTY BRACKET)	AS	\$	3,500.00	\$	3,500.00	\$	3,800.00	\$	4,250.00
0700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	\$	3,500.00	-	4,000.00		3,800.00	_	8,200.00
0700- 5- 50	INTERNALLY ILLUMINATED SIGN, RELOCATE	EA	\$	1,000.00		1,500.00		1,500.00	\$	2,000.00
0700- 5- 60	INTERNALLY ILLUMINATED SIGN, REMOVE	EA	\$	300.00	\$	500.00	\$	400.00	\$	800.00
0700- 11-391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	AS.	s	8,000.00	s	10,000.00	\$	10,000.00	\$	26,000.00

0700- 12- 12	SIGN BEACON, F&I GROUND MOUNT- AC POWERED. TWO BEACONS	AS	\$	7,000.00	\$ 8,000.00	\$ 12,000	.00 \$	11,000.00
0700- 12- 32	SIGN BEACON, F&I OVERHEAD MOUNT, TWO BEACONS	AS.	\$	10,000.00	\$ 6,000.00	\$ 10,000	00 \$	11,000.00
0705-10-1	OBJECT MARKER, TYPE 1	EA	\$	2,500.00	\$ 500.00	\$ 400	.00 \$	370.00
0706- 3-	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	\$	8.00	\$ 10.00	\$ 6	.00 \$	370.00
0706-1-12	RETRO-REFLECTIVE PAVEMENT MARKERS (CLASS B, MONO OR BI- DIRECTIONAL, ALL COLORS)	EA	s	10.00	s 10.00	\$ 6	.00 \$	14.00
0706-47	RELOCATE SIGN (SINGLE POST, INCLUDES BASE POST AND FOOTING)	AS	\$	1,000.00	\$ 600.00	\$ 700	.00 \$	1,600.00
0711- 11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	\$	2.00	\$ 4.00	\$ 1	.50 \$	8.00
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	\$	3,50	\$ 4.50	\$ 3	.00 \$	14,00
0711- 11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	\$	4,50	\$ 5,00	\$ 4	.50 \$	28,00
0711- 11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	s	5.00	\$ 6.00	\$ 6	.00 \$	36.00
0711- 11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6*	GM	s	5,000.00	s 6,000.00	\$ 2,335	.00 \$	990.00
0711- 11-151	THERMOPLASTIC WHITE DOTTED/GUIDELINE (6")	LF	\$	3.00			.50 \$	
0711- 11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	\$	250.00			.00 \$	
0711- 11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	S	200.00			.00 \$	
0711-11-221	THERMOPLASTIC, YELLOW, SOLID, (6")	LF	\$	3.00	\$ 4.00	\$ 1	.50 \$	8,00
0711- 11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL, GROUND MOUNT- SOLAR POWERED, ELECTRONIC SPEED FEEDBACK SIGN, 12-20 SF	AS	s	15,000.00		\$ 15,000	.00 \$	24,000.00
0711- 11-241	THERMOPLASTIC, YELLOW, SKIP, (6")	LF	\$	8,00	\$ 3,00		.50 \$	
0711- 11-251	THERMOPLASTIC, YELLOW, DOTTED/GUIDELINE, (6")	LF	\$	8.00	\$ 2.50	\$ 1	.50 \$	8.00
0711- 14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	\$	850.00	\$ 600.00	\$ 675	.00   \$	900.00
0711- 14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	\$	600.00	\$ 600.00	\$ 675	.00 \$	490.00
0711- 15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	\$	8,000.00	\$ 10,000,00	\$ 66,667	.00 \$	8,000.00
0711- 15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	\$	5,000.00	\$ 6,000.00	\$ 2,775	.00 \$	8,000,00
0711- 15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6*	GM	\$	8,500.00			.00 \$	
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	\$	6,000.00			.00 \$	
0711- 16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	\$	6,000.00			.00 \$	
0711- 17-	REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	\$	8.00			.75 \$	
0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS.	\$	800.00			.00 \$	
0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS.	\$	1,300.00			.00 \$	
0700-20-40	SINGLE POST SIGN, RELOCATE	AS.	\$	600,00			.00 \$	
0700-1-60	SINGLE POST SIGN, REMOVE	AS.	\$	100.00			.00 \$	
0700-2-15	MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF	AS.	\$	7,100.00				
700-20-11	SINGLE POST SIGN, F&I , UP TO 12 SF	AS	\$	8.00			.00 \$	
0700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	\$	500.00		•	.00 \$	
0700-3-102	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	EA	\$	800.00			.00 \$	
0700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	\$	1,000.00			.00 \$	
0700-3-204	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 31-50 SF	EA	\$	2,300.00			.00 \$	
0700-3-205	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF	EA	\$	3,800.00			.00 \$	
0700-3-206	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 101-200 SF	EA	\$	5,800.00				
0700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	ËA	\$	300.00			.00 \$	
0700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	\$	120,00	\$ 150,00	<b> \$</b> 50	.00 \$	300.00

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0700-3-602	SIGN PANEL, REMOVE, 12-20 SF	EA	\$	190.00	\$ 150,00	\$ 100,00	\$ 300,00
0700-3-605	SIGN PANEL, REMOVE, 51-100 SF	EA	\$	500.00	\$ 650.00	\$ 500.00	\$ 2,000.00
0700-3-606	SIGN PANEL, REMOVE, 101-200 SF	EA	\$	700.00	\$ 2,000.00	\$ 1,200.00	\$ 2,000.00
0700-40-02	ROADSIDE SIGNS(DOUBLE POST)(12 THRU 25 SF)	AS	\$	4,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
0700-46-01	REMOVAL OF SIGN AND POST	AS	\$	200.00	\$ 250.00	\$ 175.00	\$ 600.00
0700-48-18	SIGN PANEL LESS THAN 15 SF	AS	\$	480.00	\$ 1,200.00	\$ 500.00	\$ 600.00
0700-48-28B	SIGN PANÉL INSTALLATION, (MAST ARM, OR SPAN WIRE MOUNT. COUNTY FURNISH SIGN ONLY. CONTRACTOR FURNISHES ACCESSORIES, STRAPS,CABLES, BRACKETS, CONNECTORS, ETC.)	EA	s	480.00	\$ 900.00	\$ 750.00	\$ 1,000.00
700-48-60B	REMOVAL OF SIGN PANEL	EA	\$	150.00	\$ 100.00	\$ 200.00	\$ 160.00
	BLINKER SIGN, FLASHING LEG SIGN	EA	\$	3,850.00	\$ 10,000.00	\$ 7,500.00	\$ 2,500.00
0700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	\$	3,500.00	\$ 3,500.00	\$ 3,800.00	\$ 4,250.00

		G	roup 2-Time	and Material C	osts for Addi	tional Good	s or Service	es not Specif	ied	S A				
			AGC Electric Inc.		c.	AUM Construction Inc.			Horse	power Elec	tric, Inc.	R & D Electric, Inc.		
Item	Hourly Rate	Estimated Annual Service Hours	U/M	Unit Cost	Annual Service	Unit Cost	The second section of the second seco	ual Service _Unit Cost)	Unit Cost	THE RESERVE AND ADDRESS OF THE PARTY OF THE	ual Service _Unit Cost)	Unit Cost	The state of the s	ual Service _Unit Cost)
1	Hourly Rate - Regular	50	Pate	\$45.00	\$ 2,250.00	\$ 100.00	\$	5,000.00	\$ 400.00	\$	20,000.00	\$ 300.00	\$	15,000.00
2	Hourly Rate - Non Regular	20	Rate	\$65.00	\$ 1,300.00	\$ 150.00	\$	3,000.00	\$ 500.00	\$	10,000.00	\$ 400.00	\$	8,000.00
3	Supplies & Materials	15	Hourly Rate	\$90.00	\$ 1,350.00	\$ 200.00	\$	3,000.00	\$ 600.00	\$	9,000.00	\$ 450.00	\$	6,750.00
		(A) Estimated Annual Cost	(B) % Mark-up	(C) Cost of % Mark-up (A x B = C)	(D) Net Annual Cost (A + C = D)	(B) % Mark- up	Mark-up	(D) Net Annual Cost (A + C = D)	% Mark-	Mark-up	(D) Net Annual Cost (A + C = D)	% Mark-	Mark-up	(D) Net Annual Cost (A + C = D)
4	Cost of Materials	\$25,000	12%	\$3,000	\$28,000.00	20%	\$5,000.00	\$30,000.00	20%	\$5,000.00	\$30,000.00	10%	\$2,500.00	\$27,500.00
				GRAND TOTAL	\$32,900.00	GRA	AND TOTAL	\$41,000.00	GR	AND TOTAL	\$69,000.00	GRA	AND TOTAL	\$57,250.00

### ATTACHMENT B ADDENDA AND ITB SOLICITATION



#### PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3<sup>rd</sup> Floor Miami Beach, Florida 33139 www.miamibeachfl.gov

## ADDENDUM NO. 3 INVITATION TO BID NO. 2023-057-ND FOR TRAFFIC SIGNAL IMPROVEMENTS AND REPAIRS February 8. 2023

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

#### The deadline for questions has passed. No further questions will be considered.

#### I. RESPONSES TO QUESTIONS RECEIVED:

Q1: Please give me more information than is listed on the bid form. Is that RRRB? AC or DC? 1way or 2-way? 654-1-xx is in-road lighting. 654-2-xx is RRFB. Both per the FDOT master pay item list. The city of county is using an older pay item numbering system that I don't have access to.

A1: Please refer to the Miami Dade County prequalified product list: Qualified Products List (miamidade.gov)

Q2: Please give me some definition to pay item 685-165. Is this a 2-bcn solar flasher?

A2: Please refrain from submitting a price for item number 685-165, the City will not be utilizing this item.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact:	Telephone:	Email:
Natalia Delgado	305-673-7000 ext. 26263	nataliadelgado@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely.

Kristy Bada

**Procurement Contracting Manager** 



**Procurement Department** 

1755 Meridian Ave, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139 www.miamibeachfl.gov

#### ADDENDUM NO. 2

INVITATION TO BID NO. 2023-057-ND FOR TRAFFIC SIGNAL IMPROVEMENTS AND REPAIRS April 4, 2022

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

#### The deadline for questions has passed. No further questions will be considered.

1. ITB DUE DATE AND TIME. The deadline for receipt of electronic submittals through Periscope S2G is extended until 3:00 p.m., Wednesday, February 15, 2023.

All proposals received and time stamped through PeriscopeS2G, prior to the proposal submittal deadline shall be accepted as timely submitted. **Proposals cannot be submitted after the deadline established for receipt of proposals.** Hard copy proposals or proposals received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of proposals are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

#### PUBLIC BID OPENING

Dial-In Instructions:

Dial the Telephone Number: +1 786-636-1480
Enter the Conference ID No: 242 433 338#

To join on your computer or mobile app

Click here to join the meeting

#### A FORTHCOMING ADDENDUM WILL CONTAIN RESPONSES TO QUESTIONS RECEIVED.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact:	Telephone:	Email:
Natalia Delgado	305-673-7000 ext. 26263	nataliadelgado@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Natalia Delgado

Procurement Contracting Officer III

Natalia Delgado

ITB No. 2023-057-ND Addendum #2 2/6/2023



#### PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3<sup>rd</sup> Floor Miami Beach, Florida 33139 www.miamibeachfl.gov

#### ADDENDUM NO. 1

INVITATION TO BID NO. 2023-057-ND FOR TRAFFIC SIGNAL IMPROVEMENTS AND REPAIRS February 2, 2023

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

#### I. RESPONSES TO QUESTIONS RECEIVED:

Q1: There are no pay item quantities on the Cost Approval Form. Can you please advise in order to quote accurately?

A1: The quantity is one (1) for all items. When work is identified, the City will determine specific quantities.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact:	Telephone:	Email:
Natalia Delgado	305-673-7000 ext. 26263	nataliadelgado@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely.

Kristy Bada

Procurement Contracting Manager

## Invitation to Bid (ITB) ITB -2023-057-ND Traffic Signal Improvements and Repairs

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#### **SOLICITATION SECTIONS:**

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0200 GENERAL TERMS AND CONDITIONS

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APPENDIX B COST PROPOSAL FORM

APPENDIX C INSURANCE REQUIREMENTS

#### SECTION 0100 INSTRUCTIONS TO BIDDERS

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

The City utilizes Periscope S2G (formally known as BidSync) (<a href="www.periscopeholdings.com">www.bidsync.com</a>) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Proposer who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of proposal submitted.

**2. PURPOSE.** The purpose of this bid is to establish a push button contract (Please refer to Appendix A, Section C3. Roadmaps for an explanation on the push button process), by means of sealed bids, with qualified firm(s) to furnish all supervision, labor, materials, equipment, and tools to perform traffic signal improvements and repairs, including any necessary ancillary work. The City intends to establish contract(s) for future work.

The types of projects that may be assigned under this Contract shall include, but not be limited to: modifications and improvements to median openings, intersections, signing and pavement markings, and traffic signals. Elements of work may include roadways, structures, intersections, interchanges, signing and pavement markings, signalization, lighting, utility coordination and relocation, maintenance of traffic, permits and coordination, and all necessary incidental items for a complete project.

Traffic signalization upgrades may include the installation of mast arms, traffic controller assemblies, flashing beacons, milling, and resurfacing. Contractor to furnish and install grounding electrodes, conduits, pull boxes, foundations, pedestrian signal heads with push buttons and signs, overhead signs, Internally Illuminated Street Name Signs, mounting hardware, loop assemblies, and signal cable. Additional work also includes installing pedestrian ramps, ground-mounted signs, pavement markings, construction of sidewalk, curb and gutter, installation of truncated dome, and removing existing signs and traffic signalization devices in conflict with the proposed scope of work.

The City's current contract for these services expires in June 2023. The Transportation Department has budgeted for these services \$110,000.00 annually. However, actual expenditures may be greater than or less than this amount.

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

ITB Issued	December 27, 2022
Pre-Bid Meeting	Wednesday, January 11, 2023@ 2:00PM ET
	Join on your computer or mobile app  Click here to join the meeting  Or call in (audio only)  +1 786-636-1480 United States, Miami  Phone Conference ID: 188 602 218#
Deadline for Receipt of Questions	Friday, January 20, 2023 @ 5:00PM ET

Responses Due	Friday, February 10, 2023 @ 3:00PM ET
	Join on your computer or mobile app  Click here to join the meeting  Or call in (audio only)  +1 786-636-1480 United States, Miami  Phone Conference ID: 242 433 338#
Tentative Commission Approval Authorizing Award	TBD

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: Telephone: Email:

Natalia Delgado 305-673-7000 ext.26263 nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

<u>5. PRE-BID MEETING OR SITE VISIT(S)</u>. A pre-bid meeting or site visit(s) may be scheduled. Attendance for the pre-bid meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the pre-bid meeting must follow these steps:

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 786-636-1480 United States, Miami Phone Conference ID: 188 602 218#

Bidders who are participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

- 6. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through PeriscopeS2G. Any prospective bidder who has received this ITB by any means other than through PeriscopeS2G must register immediately with PeriscopeS2G to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of the bid submittal. Written questions should be received no later than the date outlined in the Anticipated ITB Timetable section.
- 7. BIDDER'S RESPONSIBILITY. Before submitting a response, each bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the bidder.

- 8. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida. Any communication inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.
- 9. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his/her consideration. After considering the staff recommendation for award, the City Manager shall exercise his/her due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:
  - The ability, capacity and skill of the bidder to perform the Contract.
  - Whether the bidder can perform the Contract within the time specified, without delay or interference.
  - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - The quality of performance of previous contracts.
  - . The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.
- 10. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

Bidder acknowledges and agrees that this Contract and the award of any work hereunder, is non-exclusive, and the City may, at its sole and absolute discretion, award similar services or work to other firms under contract with the City (either as a co-primary contractor, or as secondary or tertiary contractors). No Purchase Order shall be issued to Contractor, and no work or Services shall be authorized under this Agreement, except at City's sole discretion. Contractor shall have no entitlement to perform any services hereunder, or to be compensated for any Services, unless set forth in a written Purchase Order.

- 11. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- 12. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Price Form and the Bid Bond (if applicable) shall render a bid non-responsive. Non-responsive bids will not be considered. With exception of the Bid Price Form and the Bid Bond, if applicable, the City reserves the right to seek any omitted

information/documentation or any additional information from bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

13. PERISCOPE S2G (FORMERLY BIDSYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government <a href="https://www.bidsync.com/Miami-Beach">www.bidsync.com/Miami-Beach</a>. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <a href="https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/">https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/</a>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at <a href="mailto:support@bidsync.com">support@bidsync.com</a> or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self- Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<a href="https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx">https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx</a>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to <a href="mailto:vendorsupport@miamibeachfl.gov">vendorsupport@miamibeachfl.gov</a>

15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions here.

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <a href="https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/">https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/</a>.

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#### SECTION 0200 GENERAL CONDITIONS

**FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES.** By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (dated 10.27.2022), incorporated herein, located at:

https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/

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#### SECTION 0300 BID SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES ONLY. Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or <a href="S2G@periscopeholdings.com">S2G@periscopeholdings.com</a>. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

- <u>2. NON-RESPONSIVENESS.</u> Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.
  - 1. Bid Submittal Questionnaire (submitted electronically).
  - 2. Cost Proposal Form (Appendix B)
  - 3. Failure to comply with the Minimum Eligibility Requirements
- 3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically), the Cost Proposal, and bid bond (if applicable) with the bid and by the deadline for submittals shall render the bid non-responsive. Non-responsive bids will not be considered. Bid Submittals received that do not include the Cost Proposal Form, completed as required, bid submittal questionnaire, or Bid Bond (if applicable) completed as required and fully executed shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.
- 4. ELECTRONIC BID FORMAT. In order to maintain comparability and facilitate the review process, it is strongly recommended that bids be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the "Line Items" attachment tab in Periscope S2G.

#### **BID PROPOSAL.** The Bid Proposal is to include the following:

• TAB 1 – Cost Proposal Form (Appendix B). The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

• TAB 2 Documentation indicating compliance with Minimum Eligibility Requirements.

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#### APPENDIX A

## MIAMIBEACH

# Minimum Requirements, Specifications and Special Conditions

ITB 2022-375-ND
TRAFFIC SIGNAL IMPROVEMENTS AND
REPAIRS

PROCUREMENT DEPARTMENT 1755 Meridian Avenue, 3<sup>rd</sup> Floor Miami Beach, Florida 33139 <u>C1. Minimum Eligibility Requirements.</u> The Minimum Eligibility Requirements for this solicitation are listed below. Proposers that fail to comply with the minimum requirements shall be deemed non-responsible and shall not have its bid considered.

- 1. The successful bidder(s) shall be a State of Florida Certified or a Miami Dade County Licensed Electrical Contractor (and maintain same throughout the duration of the contract).
- 2. Bidder must demonstrate one (1) year of experience in modifications and improvements to median openings, intersections, signing and pavement markings, or traffic signals.

Submittal Requirement: For each qualifying project, submit project name, project description, start and completion dates, and project contact information (phone and email).

#### C2. Scope of Services.

The City of Miami Beach has issued this Invitation to Bid (ITB) to solicit competitive bids from Bidders for a Citywide Push-Button Contract. The City intends to prequalify multiple contractors to be eligible for future work. The awarded Contractor for a project will be responsible for implementing the project from concept to completion of construction.

The types of projects that may be assigned under this Contract shall include, but not be limited to: modifications and improvements to median openings, intersections, signing and pavement markings, and traffic signals. Elements of work may include roadways, structures, intersections, interchanges, signing and pavement markings, signalization, lighting, utility coordination and relocation, maintenance of traffic, permits and coordination, and all necessary incidental items for a complete project.

Traffic signalization upgrades may include the installation of mast arms, traffic controller assemblies, flashing beacons, milling, and resurfacing. Contractor to furnish and install grounding electrodes, conduits, pull boxes, foundations, pedestrian signal heads with push buttons and signs, overhead signs, Internally Illuminated Street Name Signs, mounting hardware, loop assemblies, and signal cable. Additional work also includes installing pedestrian ramps, ground-mounted signs, pavement markings, construction of sidewalk, curb and gutter, installation of truncated dome, and removing existing signs and traffic signalization devices in conflict with the proposed scope of work.

#### C3. ROADMAPS

C3.1. ROADMAP FOR PUSH BUTTON CONTRACTOR SELECTION. When work is identified, the Contractor who provides all services needed and is the lowest for the project based on prices submitted in Appendix B, Cost Proposal Form, will be selected to complete the work.

Example					100	
				RBC COM	TA CON	party 123 Com
Item Numb	Description	Unit	Est. Qty.	Unit Price		Unit Price
0102-74-	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	4	\$ 20.00	\$ 22.00	\$ 18.00
Co. in the late of the Principle	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK - (UP TO 8" SICK)	SY	8	\$ 12.00	\$ 13.00	\$ 15.00
0522-2-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (INCLUDES DRIVEWAYS)	SY	8	\$ 18.00	\$ 11.00	\$ 20.00
0,000.0	Project award to XYZ Company	BURNE	TOTAL	\$320.00	\$280.00	\$352.00

In determining the lowest and best contractor for the project, in addition to price, there shall be considered the following:

- (1) The ability, capacity, and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract

# C3.2. ROADMAP FOR PROJECTS AWARDED ON A TIME AND MATERIALS BASIS (Group 2). In lieu of award pursuant to Section 3.1, the Contract Manager may request quotes from all bidders to whom award is made under this solicitation on a time and material basis. If a Contractor has been awarded a project pursuant to Section 3.1, the Contractor Manager shall request a quote only from the previously awarded Contractor.

- **C3.2.1.** Work Day. For billing purposes, regular working hours are from 7:30 a.m. to 3:30 p.m., Monday through Friday. Calls outside these hours and days will be considered non-regular. The City must previously authorize work outside of regular working hours.
- C3.2.2 Emergency Services. Emergency Services are defined as work that is required in response to a natural or other disaster and shall be used on an as-needed basis. The City reserves the right to exercise discretion in determining when emergency services will be activated. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH FEMA REGULATIONS AND ENVIRONMENTAL REQUIREMENTS, AS APPLICABLE.

Upon notification by the City of Miami Beach, Contractor shall be immediately available via a twenty-four (24) hour, seven (7) days per week telephone service. A non-scheduled request for service (emergency calls, etc.) shall be responded to within one (1) hour after the call is made to the service line or directly to the Contractor. Contractor shall supply the name and telephone numbers, cellular and office, of at least two (2) company individuals with authority to make management decisions and who can be reached at any time.

The City may request additional work subject to mutual agreement. The cost and expenses will be submitted to the City for approval in a cost proposal by the Contractor.

- **C3.2.4.** Administrative Mark-up for Parts. For parts and materials ordered under this option, Contractors shall provide a quote or invoice, as determined by the authorized City representative, based on the cost of parts and materials plus the agreed to mark-up. In determining cost of materials to which the mark-up may be applied, the authorized City representative may:
  - i. require the Contractor to provide the actual cost of parts and materials (e.g., contractor's invoice, MSRP, etc.) prior to the issuance of a Purchase Order or approval of an invoice; or ii. may require the Contractor to seek and document competition from its sources for the required parts or materials; or
  - iii. may obtain any data available from primary or other secondary sources and use that data to determine a fair and reasonable price.

The cost of any ancillary third-party services that are provided by the Contractor, with prior approval of the Contract Manager, may be determined in the manner prescribed above.

- **C3.2.5** Estimates. The City Representative may require the Contractor to provide an estimate prior to the commencement of work. Any actual charges that exceed estimate amounts must be preapproved by the City Representative.
- <u>C4. Specifications.</u> The following requirements and conditions shall apply to all work performed pursuant to any resulting contract to this ITB.
- **C4.1 Project Representative.** Bidder shall provide a dedicated contact person, phone number, and e-mail address for communication twenty-four (24) hours, seven (7) days a week. This person must be available to answer telephone communications during regular working hours (Monday through Friday) and an answering machine/service for occasions when an individual is unavailable.
- **C4.2 Field Measurements.** Unless specifically instructed otherwise by the City, in writing, the Contractor shall be responsible for the location and layout of all work and shall be responsible for all field measurements and elevations that may be required for the execution of the work to the exact position and elevation. In the case of dimensions, field dimensions, etc., it shall be the Contractor's responsibility to measure, obtain and verify the same.
- **C4.3 Contractor's Use of Project Site.** The Contractor shall limit its use of the facility or premises to the Scope of Work to allow for the City's continuous operation.
- **C4.4 Damages to Public/Private Property.** The Contractor shall carry out the work with such care and methods as not to damage public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Contractor, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of the destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from the date damage was done). Building and other damages caused by the Contractor's employee(s) shall be

estimated by the Project Manager and computed actual costs of repairs shall be deducted from the Contractor's billing(s).

**C4.5 City Furnished Plans.** Whenever possible, the City will furnish plans, if available; however, there may be times when no plans are available for the Contractor. Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance, and Utility Operations on The State Highway System.

The City, through its Project Manager, shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In the case of disagreement between the Plans and Specifications, the Project Manager shall decide which shall govern.

It shall be the sole responsibility of the Contractor to bring to the attention of the Project Manager any discrepancies between the Plans and existing conditions, excluding hidden conditions, prior to commencing the work. The Contractor shall be solely responsible for verifying the Plans before commencing the work and shall be responsible for any errors or revisions of the work that might have been avoided by notifying the City prior to commencement. This shall apply to any revisions or omissions identified by the Contractor. The Contractor shall have no basis for any claim for additional costs resulting from its failure to identify any required revisions, omissions, errors, etc., not identified in writing to the Project Manager prior to commencing the work

- **C4.6 Public Convenience and Safety.** The Contractor shall conduct its work so as to interfere as little as possible with private business or public travel. It shall, at its own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and it shall be liable for all damages occasioned in any way by its actions or neglect or that of its agents or employees.
- **C4.7 Performance.** The Contractor shall be fully responsible for performing all work necessary to meet the applicable standards in a safe, neat, and good workmanlike manner, using only generally accepted methods to carry out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.
- **C4.8 Safety Measures.** Contractor shall take all necessary precautions for the safety of employees and shall erect and properly maintain all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by its operation and work in progress must be posted. All Contractor employees shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall only use fully operational equipment 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.
- C4.9 Workmanship and Materials. All parts installed and materials used in the performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be

allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and conform to all applicable standards to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

**C4.10 Personnel.** Bidder shall be deemed to represent that it has, or will have upon the contract award, all necessary personnel required to perform all services arising from the award of the Contract. All personnel employed shall be employees of Bidder. Personnel assigned to perform services at any of the City's facilities must hold current licenses as reflected within this Invitation to Bid. The successful Bidder shall perform all the services required herein, and all personnel engaged in performing the services shall be fully qualified to perform such services.

All personnel of the successful bidder must be covered by workmen's compensation, unemployment compensation, and liability insurance, a copy of which is to be provided to the City. Bidder shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary qualified personnel required to perform all services arising from the award of the Contract.

- **C4.11 Labor, Supervision, Materials, and Equipment.** The Contractor shall furnish, at its own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this Invitation to Bid.
- **C4.12 Failure to Perform.** Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.
- **C4.13 Work Completion.** The Contractor shall notify the City upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Contractor at no additional charge to the City.
- **C4.14 Cleaning and Protection.** During the handling and installation of work, the Contractor shall clean and protect the work in progress and adjoining areas on the basis of continuing maintenance; and apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at the time of substantial completion.

Remove and dispose of all debris, trash, and excess materials from the site resulting from work; removal shall occur daily and more often if hazards or interference are presented; dispose of all material removed off the site per Federal, State, and local laws.

Should the Contractor fail, refuse, or neglect to remove rubbish, waste materials, and temporary work, or clean the site as required, the City may remove and dispose of the rubbish, waste material, and temporary work, clean the site, and deduct the resulting cost from monies due to the Contractor under this Contract.

The Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately; disposing of waste materials in a lawful manner.

Immediately after completion of each phase of the work and prior to final acceptance of the work by the Project Manager, the Contractor shall remove all plant, surplus materials, false work, temporary structures, and debris resulting from its operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.

**C4.15 Differing Site Conditions.** The Contractor shall promptly before such conditions are disturbed, notify the Project Manager in writing of (1) latent physical conditions at the site differing materially from those indicated in the request for quote and/or drawing, or (2) physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in the request for quote or this Contract, but unknown to the Contractor until encountered during prosecution of the work.

**C4.16 Contractor Furnished Drawings.** A request for quote may require the Contractor to furnish shop and/or as-build drawings depending on the nature and scope of the work to be performed. The decision to require such drawings is at the discretion of the City. Where required by the request for quote, the Contractor shall furnish as-built drawings to the Project Manager. Final payment shall not be made until the as-build drawings are received and accepted by the Project Manager.

**C4.17 Permits, Licenses, and Impact Fees.** All permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the prosecution of the work undertaken by Contractor pursuant to this Contract shall be secured by Contractor. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the Project for whom a Certificate of Competency is required. The Contractor shall also maintain throughout the contract term authorization by Miami-Dade Department of Transportation and Public Works to perform work on traffic signals.

The City will reimburse the contractor 100% of the cost of the permits only. No administrative fee is allowed to be assessed to the cost of the permits. Costs for re-inspections will not be reimbursed.

Contractor shall pay impact fees levied by the City and/or Miami-Dade County. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

**C4.18 Mobilization and Demobilization.** It will be the responsibility of the Contractor to cover all costs associated with mobilization and demobilization for the duration of the project.

#### **C4.19Maintenance of Traffic**

- A. Description.
  - Maintain traffic in accordance with the Florida Department of Transportation (FDOT)
    Index 600 Series of the FDOT Design Standards, or as directed by the Project
    Manager, within the limits of a work zone until all work required is completed.
    Construct and maintain detours. Provide facilities for access to residences,
    businesses, etc., along a work zone. Furnish, install and maintain traffic control and

safety devices while working. Furnish and install work zone pavement markings to maintain traffic in work areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the FDOT Design Standards, the Miami-Dade County Public Works Manual, and the City of Miami Beach Public Works Manual. Maintenance of Traffic (MOT) includes all facilities, devices, and operations required for the safety and convenience of the public within the work zone.

 Do not maintain traffic over those portions of a work zone where no work is to be accomplished, or work operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

#### B. Materials.

- 1. Meet the following requirements:
  - a. Bituminous Adhesive: FDOT Section 970
  - b. Work Zone Pavement Markings: Articles FDOT 971-1 and 971-3
  - c. Paint: FDOT Section 971
  - d. Glass Spheres: FDOT Section 971
  - e. Temporary Traffic Control Device Materials: FDOT Section 990
  - f. Retroreflective and Non-reflective Sheeting for Traffic Control Devices: FDOT Section 994
- 2. Temporary Traffic Control Devices: Use only the materials meeting the requirements of FDOT Section 990, Design Standards, and the MUTCD.
- Detour: Provide all materials for the construction and maintenance of all detours.
   Traffic may be detoured only upon approval of the Transportation Department and Public Works Department. No work shall commence without the implementation of an approved MOT plan.
- 4. Commercial Materials for Driveway Maintenance: Provide materials typically used for base, including recycled asphalt pavement material, and having stability and drainage properties that will provide a firm surface under wet conditions.

#### C. Alternative Maintenance of Traffic Plan.

1. The Contractor may propose an alternative MOT Plan to the plan presented in the FDOT Design Standards. The Plan proposed by the contractor shall conform to standard installation methods and is subject to approval from the City's Project Manager. Contractor's Project Manager of Record shall take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor and shall notify the Department in writing of any such potential impacts to utilities.

Project Manager's approval of the alternate MOT does not relieve the Contractor of its responsibility for all utility impacts, costs, delays, or damages, whether direct or indirect, resulting from Contractor initiated changes in the work activities from those in the original Contract Specifications, Design Standards (including traffic control

plans) or other Contract Documents.

 The City reserves the right to reject any Alternative MOT Plan. Obtain Project Manager's written approval before beginning work using an alternate MOT. Project Manager's written approval is required for all modifications to the MOT. Project Manager will only allow changes to the TCP in an emergency without the proper documentation.

#### D. Traffic Control.

#### Standards

a. The City of Miami Beach is the minimum <u>local standard</u> for signage installation in the Public Right-of-Way. FDOT Design Standards are the minimum <u>State standards</u> for use in developing all traffic control plans. The MUTCD Part VI is the minimum <u>national standard</u> for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices, and barriers that are necessary to protect the public and workers from hazards within the project limits.

#### 2. Maintenance of Roadway Surfaces

a. Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes, and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

#### 3. Number of Traffic Lanes

- a. Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane crossroads, where necessary, to avoid undue traffic congestion. Construct each lane used for maintenance of traffic in accordance with the Florida Department of Transportation Design Standards. Do not allow traffic control and warning devices to encroach on lanes used for maintenance of traffic.
- b. Project may allow the Contractor to restrict traffic to one-way operation for short periods provided that the Contractor employs adequate traffic control and does not unreasonably delay traffic. When a work activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official or pilot vehicle(s), or use traffic signals.

#### 4. Crossings and Intersections

a. Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing a work zone unless approved by the City. Maintain all existing actuated or traffic responsive mode signal operations for main and side street

- movements for the duration of the Contract. Restore any loss of detection within 12 hours. Use only detection technology listed on the FDOT Approved Products List (APL) and approved by the Project Manager to restore detection capabilities.
- b. Before beginning any work, provide Project Manager with a plan for maintaining detection devices for each intersection and the name(s) and phone numbers of persons that can be contacted when signal operation malfunctions.

#### 5. Access for Residences and Businesses

a. Provide continuous access to all residences and all places of business.

#### 6. Protection of the Work from Injury by Traffic

a. Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

#### 7. Flagger:

a. Provide trained flaggers in accordance with Florida Department of Transportation Design Standards.

#### 8. Conflicting Pavement Markings:

- a. Where the lane use or where normal vehicle paths are altered during work, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the pavement's surface texture and will eliminate the previous marking pattern regardless of weather and light conditions.
  - 1) Remove all pavement markings that conflict with the "next phase of operation" vehicle paths described above before opening to traffic.
  - 2) Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in the pay items listed in the work document. No separate payment will be made.

#### 9. Vehicle and Equipment Visibility:

a. Equip all pickups and automobiles used on the project with a minimum of one Class 2 amber or white warning light, that meets the Society of Automotive Engineers Recommended Practice SAE J845 dated March 1992 or SAE J1318 dated April 1986 and incorporated herein by reference, that is unobstructed by ancillary vehicle equipment such as ladders, racks or booms. If the light is obstructed, additional lights will be required. The lights shall be operating when a vehicle is in a work area where a potential hazard exists, when operating the vehicle at less than the average speed for the facility while performing work activities, making frequent stops, or called for in the plans or Design Standards.

- 1) Equip all other vehicles and equipment with a minimum of 4 square feet of reflective sheeting or flashing lights.
- 2) To avoid distraction to motorists, do not operate the lights on the vehicles or equipment when the vehicles are outside the clear zone or behind a barrier.

#### 10. No Waiver of Liability:

a. Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way act as a waiver of any terms of the Contractor's liability or its surety.

#### E. Detours.

- General. Traffic may be detoured only upon approval of the Director of the Public Works and Waste Management Department. Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge or wherever work operations block traffic flow. Contractor must submit an MOT plan prior to the closure of roads for review and approval.
- Construction. Plan, construct, and maintain detours for the safe passage of traffic in all weather conditions. Provide the detour with all facilities necessary to meet this requirement.
  - Construction Methods. Select and use construction methods and materials that
    provide a stable and safe detour facility. Construct the detour facility to have
    sufficient durability to remain in good condition, supplemented by maintenance, for
    the entire period the detour is required.
  - 4. Removal of Detours. Remove detours when they are no longer needed. Take ownership of all materials from the detour and dispose of them.
  - 5. Detours Over Existing Roads and Streets. When the Department specifies that traffic is to be detoured over roads or streets outside the work area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

#### F. Traffic Control Officer.

- 1. Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work are necessary on projects:
  - a. Traffic control in a signalized intersection when signals are not in use.
  - b. When FDOT Index 619 of the Design Standards is used on Interstate at nighttime.
  - c. When pacing/rolling blockade specification is used.

#### G. Driveway Maintenance.

- 1. General: Ensure that each residence and/or business has safe, stable, and reasonable access.
- 2. Construction Methods: Place, level, manipulate, compact, and maintain the material to the extent appropriate for the intended use.
  - a. As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials suitable for reuse on other driveways.

#### H. Temporary Traffic Control Devices.

- 1. Installation and Maintenance
  - a. Install and maintain temporary traffic control devices as detailed in Index 600 of the FDOT Design Standards and, when applicable, in accordance with the approved vendor drawings as provided on the FDOT APL. Erect the required temporary traffic control devices to prevent any hazardous conditions and, in conjunction with any necessary traffic, re-routing to protect the traveling public and workers and safeguard the work area. Use only those devices that are on the FDOT APL. Immediately remove or cover any devices that do not apply to existing conditions.
  - b. All temporary traffic control devices must meet the requirements of the National Cooperative Highway Research Program Report 350 (NCHRP 350) and current FHWA directives.
  - c. Ensure that the FDOT APL number is permanently marked on the device at a readily visible location.
  - d. Notify the Project Manager of any scheduled operation, which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit their review of the plan for the proposed installation of temporary traffic control devices.
  - e. Ensure an employee is assigned the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the work. Keep Project Manager advised at all times of the identification and means of contacting this employee on a 24-hour basis.
  - f. Keep temporary traffic control devices in the correct position, properly directed, clearly visible, and clean at all times. Ensure that all traffic control devices meet acceptable standards as outlined in American Traffic Safety Services Association (ATSSA's) "Quality Standards for Work Zone Traffic Control Devices." Immediately repair, replace, or clean damaged, defaced, or dirty devices.

#### 2. Work Zone Signs

- a. Provide signs in accordance with the FDOT Design Standards. Meet the requirements of FDOT Sub-articles 700 2.6 and 700 5.5. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the National Cooperative Highway Research Program (NCHRP) Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
- 3. High Intensity Flashing Lights: Furnish Type B lights in accordance with the FDOT Design Standards.
- 4. Warning/Channelizing Devices: Furnish warning/channelizing devices in accordance with the FDOT Design Standards.

- a. Reflective Collars for Traffic Cones: Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6-inch collar at a uniform 3 1/2 inch distance from the top of the cone and the lower 4-inch collar at a uniform 2-inch distance below the bottom of the upper 6-inch collar. Ensure that the collars can be removed for temporary use or attached permanently to the cone per the manufacturer's recommendations. Provide a white sheeting with a smooth outer surface that has the property of a retroreflector over its entire surface.
- b. Barrier Wall (Temporary): Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the Design Standards. Ensure that the temporary concrete barrier wall on roadway sections complies with FDOT Index 415 or 414 of the Design Standards. Ensure that temporary concrete barrier wall for bridge and wall sections complies with FDOT Index 414 of the Design Standards. Ensure that the temporary water-filled barrier wall used on roadway sections conforms to the requirements of the preapproved alternatives listed on FDOT Qualified Product List (QPL) unless otherwise called for by the Project Manager. Ensure that proprietary barrier walls on roadway sections meet NCHRP Report 350 criteria and be identified on FDOT QPL. Barriers meeting the requirements of FDOT Index 415 of the Design Standards or temporary water-filled barriers on FDOT QPL will not be accepted as an alternate to barriers meeting the requirements of FDOT Index 414 of the Design Standards.
- 5. Temporary Vehicle Impact Attenuator (Crash Cushion) (Redirect/Inertia): Furnish, install, maintain and remove temporary vehicular impact attenuators per the Design Standards and requirements of the pre-approved alternatives listed on FDOT QPL. Maintain the attenuators until their authorized removal. Repair all attachment scars to permanent structures and pavements after attenuator removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore attenuators damaged by the traveling public within 24 hours after notification as authorized by the Project Manager.
- 6. Guardrail (Temporary): Furnish the guardrail (temporary) in accordance with the plans and FDOT Design Standards.
- Advance Warning Arrow Panel: Furnish advance warning panels that meet the 600 series of the FDOT Standards requirements to advise approaching traffic of lane closures or shoulder work.
- Portable Changeable (Variable) Message Sign (PCMS): Furnish changeable (variable) message signs that meet the requirements of the 600 series of the FDOT Design Standards to supplement other temporary traffic control devices used in work zones.
- A truck-mounted PCMS may be used as a stand-alone maintenance of traffic device only when used for accident or incident management situations as defined in the MUTCD and is listed on FDOT APL.

#### 10. Portable Regulatory Signs (PRS):

- a. Furnish portable regulatory signs that meet the requirements of the 600 series of the FDOT Design Standards.
- b. Activate portable regulatory signs only during active work activities and deactivate them when no work is performed.

#### 11. Radar Speed Display Unit (RSDU):

- a. Furnish radar speed display units that meet the FDOT Section 990 as required by the FDOT Design Standards to inform motorists of the posted speed and their actual speed.
- b. Activate the radar speed display unit only during active work activities and deactivate it when no work is being performed.

#### 12. Temporary Traffic Control Signals:

- a. Furnish, install, and operate temporary traffic control signals as indicated in the FDOT Design Standards. Temporary traffic control signals will consist of either portable or fixed traffic signals.
- b. Provide portable traffic signals that meet the FDOT Index 603-2 of the Design Standards and are listed on FDOT APL. Project Manager may approve used signal equipment if it is in acceptable condition.

#### 13. Trucks and Truck Mounted Impact Attenuators

- a. Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350. Include the cost of trucks and truck-mounted impact attenuators in the pay items listed in the work document. No separate payment will be made.
- b. Use Truck Mounted Attenuators (TMA), when called for in the FDOT Design Standards. Limit TMA's to those items listed on the FDOT QPL.
- c. Use truck-mounted attenuator systems designed and installed in accordance with the manufactures recommendations.
- d. Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit can be raised.
- e. Ensure the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear-facing of the cartridge in the operating position with the alternating 6-inch white and 6-inch safety orange 45-degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. Ensure the bottom of the cartridge has the same pattern, covering the entire bottom, with 6-inch white and 6-inch safety orange stripes. Use Type III reflectorized sheeting for striping.
- f. The trucks and truck-mounted impact attenuators will not be paid for separately but will be included in the items listed in the work document. No separate payment will be made. The Contractor is responsible for all costs,

including furnishing, maintenance, and removal when no longer required, and all materials, labor, tools, equipment, and incidentals required for attenuator maintenance.

# I. Work Zone Pavement Marking.

# 1. Description

- a. Furnish and install Work Zone Pavement Markings for maintenance of traffic in work areas. Meet the requirements of retroreflectivity as stated in FDOT Sub-article 710 4.3.
- b. Use pavement marking materials that contain no lead or chromium compounds. Manufacturers seeking product approval must furnish certified test reports showing the Work Zone Pavement Marking material meets the requirements of this Article.
- c. Centerlines, lane lines, edge lines, stop bars, and turn arrows in work zones will be required in accordance with the MUTCD with the following additions:
  - 1) Install edge lines on paved shoulders.
  - 2) Place edge lines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.
  - 3) Apply Work Zone Pavement Markings, including arrows and messages as determined by the Project Manager to be required for the facility's safe operation, before the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day before placing the Work Zone Pavement Markings.
  - 4) Work Zone Pavement Markings shall be water-borne paint, unless otherwise approved by the Project Manager.
- d. The most common types of Work Zone Pavement Markings are water-borne paint. Other types of Work Zone Pavement Markings need Project Manager approval.
- 2. Removable Tape: Removable tape is not allowed.
- 3. Work Zone Raised Pavement Markers (WZRPM's): Apply all markers in accordance with FDOT Index 600 of the Design Standards.
- 4. Paint and Glass Beads: Meet the requirements of FDOT Section 710.

# J. Method of Measurement.

1. All Work and incidental costs specified as being covered under this Article, and the Plans will be included under MOT. Payment shall be full compensation for all work and costs specified under this Section, including furnishing, installing, operating, maintaining, and removing all required traffic control devices, signs, warning devices, barriers, and other MOT devices or requirements not specifically covered for payment under the separate MOT items. Such price and payment shall constitute full compensation for furnishing (including hardware, lights, and posts if required), installing, relocating, maintaining, and removing temporary traffic control devices.

# **C4.20 Detection Loop Installation Specifications**

### A. Materials

- 1. Loop Wire
  - a. Loop wire and lead-in wire shall be of size AWG Number 14 stranded copper with a minimum of seven (7) strands. Insulation shall be stranded XHHW rated for 600 volts. Lead-in wire (from pull box to the controller) shall be No. 14 AWG shielded Belden cable or approved equivalent.
- 2. Splicing Material
  - a. Butt-end connectors shall be used for splicing. They shall be non-insulated, Conduit Part Number BS14, BS10; Ideal Model Number TV16X, TV12X; Thomas and Betts Catalog Number BB-2 or approved equivalent.
- 3. Solder shall be resin-core type.
  - a. Heat shrinkable tubing shall be dual/multiple wall Polyolefin Cole Flex brand Type ST300, Alpha brand Type FIT-300, Voltrex brand SRM series material, or approved equivalent.
- 4. Loop Sealant
  - a. Saw cuts in concrete or asphaltic concrete pavements shall be sealed with asphaltic roofing cement or steep asphalt Type III as specified in ASTM D312; 3M Detector Loop Sealant, Euclid 495-H.P. Sealant, Preco "Gold Flex" Sealant, or approved equivalent.

### B. Installation

a. Follow Maintenance of Traffic procedures as stated under the terms of this Contract

### 2. General Procedures

- a. Non-operative vehicle detection loops and lead-in wire (No. 14 A.W.G., XHHW) shall be entirely replaced with no splices, except to the lead-in cable (No. 14 A.W.G., Belden shielded) from the pull box to the controller.
- b. If the reason for the non-operability of the original loop is a damaged lead-in cable (No. 14 A.W.G., Belden shielded), then replace the Belden shielded cable and splice in the pull box to the existing loop lead-in wire (No. 14 A.W.G., XHHW). The original loop should be megged prior to splicing to confirm that it is good.
- c. The Contractor will assign a qualified superintendent to each work site that shall be present at all times during the course of the work and who shall be authorized to act for the Contractor. The Contractor shall notify the Project Manager of the location of each worksite at the start of each workday.
- d. All work shall be neat and exhibit good workmanship to the Project Manager's satisfaction. The Contractor shall be responsible for any damage caused by its carelessness.

# 3. Installation of Conduit by Directional Bore

a. The cost for the installation of the underground conduit by the Directional Bore method shall be included in the unit bid price. The Contractor will be paid for installing underground conduit utilizing the Directional Bore method only when specifically authorized by the Project Manager in writing.

- b. Payment for the installation of the underground conduit by the Directional Bore method shall include all costs associated with the operation, including costs incurred for any physical location of underground utilities, grading and restoration of the sidewalk, curb and gutter, and pavement removed or damaged as a result of the Contractor's operations.
- c. The Contractor assumes all risks associated with the use of the Directional Bore method, including damage to other underground utilities.
- d. When the Project Manger specifies conduit installation under a traditional line Item other than directional bore, the Contractor may opt to use Directional Bore; however, payment will be made under the traditional conduit pay items.
- e. Should the Contractor opt to utilize Directional Bore in lieu of traditional trenching, the Project Manager may delete other portions of the work such as Milling, Resurfacing, and Pavement marking.

Note: The first conduit shall be included in the cost when using the Directional Bore method. Subsequent conduits shall be paid as stated in the open trench method; in other words, Directional Boring shall not be paid for each additional conduit.

# 1) Descriptions

- a) The work specified in this section consists of installing Meter type pull boxes to be used as terminals for conduit runs, junction points, and cable pulling points.
- b) Excavation shall be performed with care so as to disturb the bottom of the excavation as little as possible. Prior to installing the pull boxes and following the conduit installation, the bottom of the excavation shall be mechanically tamped. Boulders, logs, or any unforeseen obstacle encountered in excavating shall be removed, and no additional compensation shall be allowed.
- c) Pull boxes shall be supplied by the Contractor. The pull box shall be installed so as to provide an even finished surface.
- d) All pull boxes shall be installed in the existing or proposed sidewalk. If the pull box location is not within or adjacent to an existing or an immediately proposed sidewalk, a five by five foot, six inches thick concrete sidewalk flag shall be built around the pull box.

# 2) Meter Type Pull Box

- a) Meter-type pull boxes shall have an open-bottom, Quazite Composolite Polymer Concrete design or precast concrete design constructed of Class I Concrete having a minimum compressive strength of 2,500 p.s.i. at twenty-eight (28) days. Polymer concrete pull box shall be Quazite Composolite Product No. PG1324BA12 or approved equivalent. Concrete pull box shall be Brooks 38 Series or approved equivalent.
- b) In either case, both pull boxes shall be constructed per the manufacturer size, materials, and performance specifications above. Therefore, the specified pull box cover below shall be fully interchangeable with either pull box.

- c) All pull box covers furnished and installed shall be Polymer Concrete Quazite Composolite Product No. PG1324HA00 or approved equivalent. No other design, size, modification, or materials shall be acceptable. Pull box covers shall be marked "TRAFFIC SIGNAL," "TELEPHONE," or "ELECTRIC" in upper case letters between 3/4 inch and 1-1/4 inches in height.
- d) In addition, the covers shall be marked "MIAMI-DADE HD" in the lower right quadrant in upper case letters between 1/2 inch and 3/4 inch in height. Pull boxes shall be installed on appropriate conduit runs per Department standards and details.

# 4. Marking Saw Cuts

- a. Unless otherwise specified, the loop shall be 6 feet wide, not less than 2 feet from an adjacent lane, and extend back 30 feet from location 5 feet downstream of the stop bar's leading edge.
- b. The Contractor shall use a chalk line or equivalent method to outline the pavement and routes for lead-in cables. The saw cut in the pavement shall not deviate by more than 1 inch from the chalk line.
- c. Each twisted pair of loop wire lead-ins shall be placed in its own saw cut, except in the case of adjacent loops associated with the same vehicular movement, in which case they may be placed in the same saw cut. The distance between loop wire leads shall be a minimum of 6 inches, except within 2 feet of the pavement edge.
- d. The depth of all saw cuts, except across expansion joints, shall not exceed 1.75 inches nor be less than 1.0 inches. The width of all saw cuts, except across expansion joints, shall not exceed .50 inches. The width of all saw cuts shall be sufficient to allow unforced placement of loop wires or lead-in cables into the saw cut.
- e. The corner of loops shall be cut as shown in the Florida Department of Transportation's ROADWAY AND TRAFFIC DESIGN STANDARDS. Saw cuts through concrete pavement expansion joints be 3 inches deep from approximately 6 inches on each side of the joint. A 10-inch long, 1/2-inch PVC pipe shall be inserted across the expansion joint through which the loop wire will be threaded.

# 5. Installing Loop Wire

- a. All saw cuts shall be cleaned of dust, dirt, and other debris with an air compressor before installing the loop wire or lead-in cable.
- b. Loop wire shall be placed in the saw cut in such a manner that the insulation is not damaged. The loop wire shall be pushed to the bottom of the saw cut with a nonmetallic tool, which will not damage the insulation.
- c. A non-metallic hold-down material shall be used to secure the loop wire at the bottom of the saw cut. The hold-down material shall be placed along the perimeter of the loop.
- d. The distance from the top of the hold-down material to the pavement-wearing surface (excluding overlay) shall not be less than 0.75 inches.

#### 6. Transition from Saw Cut to Conduit

- a. Twisted pairs of loop and lead-ins shall be brought together to the "loop pocket(s)" as shown in the attached drawings; they shall enter the 2-inch PVC to continue their run onto the controller cabinet or to the slicing point with Belden Cable. As they enter the PVC in the "pocket" the twisting of the pairs shall be increased to minimize loop cross talk.
- b. The PVC conduit termination in the pocket shall be sealed with a duct seal, approved by the Project Manager. Asphaltic concrete cold mix shall be carefully placed and compacted at the bottom of the pocket around the wiring and PVC. To complete the installation, everything shall then be covered with a cold asphalt patch.
- c. Near the edge of the pavement, where all home runs converge, the existing pavement shall be carefully chiseled out to avoid damaging good loop wires to expose the conduits, which carry the wires to the pull box or cabinet.
- d. The new twisted lead-in(s) shall be carefully fed through one of the conduits. All old unused lead-in(s) wires shall be removed from this point into the controller cabinet.
- If the conduits are missing or inaccessible, as confirmed by the Project Manager, new conduits shall be installed using pay items included in the Contract and approved by the Project Manager.
- f. Upon completion of this subtask, the conduits shall be protected by duct sealant. The area shall then be properly patched with asphalt.

# 7. Splices in Loop Lead-in Wire

a. Splices in Loop Lead-in Wire, as conditionally allowed above, shall be made by crimping and soldering, followed by applying heat shrinkable tubing. The crimping, selection of heat shrinkable sleeve diameter, and the application of heat shall be done so that a suitable protected environment results for all of the splicing components within a moisture and corrosion resistant seal. The heat-shrinkable tubing shall be dual/multiple wall Polyolefin Cole Flex brand Type ST300, Alpha brand Type FIT-300, Voltrex brand SRM series, or approved equivalent. See attached drawings on Appendix "B".

# 8.Installation of Sealant

a. Preparation and application of the sealant for saw cuts shall be made in accordance with the manufacturer's instructions. The sealant shall be properly cured before vehicular traffic is allowed to travel over the sealant.

### 9. Terminations

 a. Twisted loop lead-in wire which terminates in an existing pull box shall be spliced to shielded lead-in cable in accordance with the 1976 Miami Dade County Splicing Manual Subsections 10.05-10.06 Twisted loop lead-in wire, which terminates in the controller cabinet, shall have insulated terminal lugs properly attached to each wire by a calibrated ratchet-type crimping tool.

#### 10. Identification

a. The Contractor shall identify and tag each loop lead-in installed in the controller or detector cabinet by lane and movement number, see example below.

Lane Movement
Outside Lane Movement 6
Center Lane Movement 6
Inside Lane Movement 6

### 11. Restoration

a. Once a loop installation assignment is complete, the area of work shall be cleaned and restored to its original condition. The Contractor shall replace or restore any landscaping or facility disturbed as a result of its activities. Tools, excess materials, containers, discarded packages, barricades, flags, and any other equipment and material brought by the Contractor to the work area shall be removed and taken away so as to open the lane(s) to traffic as quickly and safely as it is possible.

# 12. Testing

- a. The Contractor shall measure and record the series resistance of each loop assembly and verify that it does not exceed 10 ohms. If the series resistance of a loop assembly is greater than 10 ohms, the loop assembly shall be inspected to find the excessive resistance and must be corrected by the Contractor.
- b. The Contractor shall measure and record the insulation resistance of each loop assembly and verify that the resistance to ground is greater than 100 mega ohms.
- c. The Contractor shall use a 500-volt DC insulation to measure the resistance. All measurements shall be referenced to a good earth ground (ground rod, metallic water pipe, etc.), with a resistance to ground of less than 25 ohms. Measurements shall be made with the transient suppression devices disconnected from the loop assembly.
- d. If the insulation is less than 100 mega ohms, the Contractor shall determine if the problem is caused by the lead-in cable or loop wire and must replace the defective cable or loop wire at no additional cost.
- e. A record of test measurements and recordings of loop assemblies shall be made using the attached form entitled: "MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS Traffic Signal Loop Resistance Measurements Data Sheet". This form shall be signed by the Contractor's representative as indicated on the form, a copy of which shall be kept inside the Controller Cabinet for further use and reference.

# 13. Completion

- a. The Contractor shall connect the loop to the proper termination point in the cabinet and reset the recall features of the controller to the settings specified on the controller-timing sheet for that location within one (1) working day of the loops being repaired.
- b. After completing the above work, the Contractor shall request a final inspection and submit the above-referenced form filled in at the time of final inspection with all appropriate data.

# C. Final Inspection

- 1. In order to avoid any loss of time and to expedite the inspection process, the Contractor shall meet the following conditions for final inspection:
  - a. 48 hours notice shall be given.
  - b. All documentation shall be completed.
  - c. All wiring shall be completed.
  - d. All pull box covers shall be easily removed.
  - e. All road restoration shall be completed, including the removal of all debris.
  - 1) FAILURE TO FOLLOW THE ABOVE PROCEDURE OR FAILURE TO PASS INSPECTION, OR FAILURE TO APPEAR AT THE FINAL INSPECTION AT THE DESIGNATED DATE & TIME, WILL RESULT IN THE RESCHEDULING OF THE FINAL INSPECTION.
  - 2) ALL RE-INSPECTION FEES SHALL BE UNDER THE CONTRACTOR'S SOLE RESPONSIBILITY.
  - 3) IN THE EVENT THE FIELD INSPECTION IS DEEMED UNACCEPTABLE OR INCOMPLETE BY THE SIGNAL INSPECTOR, THE CONTRACTOR SHALL TAKE THE NECESSARY CORRECTIVE ACTIONS TO COMPLETE ALL REQUIREMENTS OF THE CONTRACT.
  - 4) AN AUTHORIZED REPRESENTATIVE OF THE SIGNAL CONTRACTOR SHALL CHECK OFF THAT ALL PUNCH LIST ITEMS HAVE BEEN ADDRESSED; SIGN, DATE, AND RETURN SAID FORM ALONG WITH THE FEE PAYMENT RECEIPT; ALONG WITH THE REQUEST FOR RE-INSPECTION, VIA E-MAIL OR FAX TO THE INSPECTOR.
  - 5) ALL WORK SHALL BE COMPLETED WITHIN 10 CALENDAR DAYS. EXCLUDED ARE ANY EMERGENCY REPAIRS AND/OR SAFETY ISSUES, WHICH THE CONTRACTOR IS TO RESPOND TO WITHIN 4 HOURS OF NOTIFICATION.
  - 6) IN THE EVENT, THE CONTRACTOR IS FOUND TO HAVE FAILED TO COMPLETE ALL PUNCH LIST ITEMS; FAILED TO APPEAR; OR THE SIGNALIZATION AND/OR FLASHERS ARE FOUND TO BE MALFUNCTIONING, DAMAGED, OR INOPERABLE AT TIME OF RE-INSPECTION, THE INSPECTION SHALL BE RESCHEDULED AND ALL ADDITIONAL FEES SHALL BE CHARGED THE CONTRACTOR.

### D. Warranty

1. Any repaired loop, which fails to meet the testing requirements listed in article "Detection Loop Installation Specifications" section B-12 within 12 months, and which is found not to have failed due to action by third parties shall be again replaced by the Contractor at no additional cost to the County. The 12-month warranty period shall commence on the work's final acceptance date.

#### **C5. SPECIAL CONDITIONS.**

1. TERM OF CONTRACT. This contract shall remain in effect for three (3) years from date of contract execution by the Mayor and City Clerk. The City of Miami Beach has the option to renew the contract at the sole discretion of the City Manager for an additional two (2), one (1) year periods, on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be on a month-to-month basis and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein, and shall not exceed six (6) months.

- 2. COST ADJUSTMENTS. On or about the anniversary of each contract year, the contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Typically, cost adjustments should be limited to changes in the applicable Consumer Price Index (CPI) for the local region. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.
- 3. METHOD OF PAYMENT. The Contractor shall submit an invoice to the City user department(s) that requested the service through a purchase order. The date of the invoices shall not exceed thirty (30) calendar days from the date service was provided. Under no circumstances shall the invoice be submitted to the City in advance of the services being provided. In addition the invoice shall reference (or include a copy of) the corresponding documentation (pick-up ticket number) that was signed by an authorized representative of the City user department at the time the service was provided. Failure to submit invoices in the prescribed manner will delay payment.
- 4. ADDITIONAL FDOT APL ("Service") LINE ITEMS. Although this solicitation and resultant contract identifies specific service line items, it is hereby understood and agreed that additional service line items may be added to this contract at the option of the City Manager. Contractor(s) under this contract shall be invited to submit a fixed price for these service line items. Award of these additional service line items shall be confirmed through the issuance of an amendment approved by the City Manager and shall become an integral part of the contract.

# APPENDIX B

# MIAMIBEACH

# Cost Proposal Form

# ITB 2022-375-ND TRAFFIC SIGNAL IMPROVEMENTS AND REPAIRS

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

# APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form (Appendix B) shall be initialed.

# **Group I Push Button Services**

Traffic Signal Improvements and Repairs - Contractor shall provide pricing below inclusive of all labor, material, equipment, supervision, mobilization and demobilization costs, and transportation necessary on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.

Item Number	Description	Unit	Unit Price
102-74-2	BARRICADES (Temporary, Type III, 6')	EA	
102-74-1A	BARRICADES (TEMPORARY-TYPE I, II & VP)	EA	<u> Dilatin</u>
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA	
102-77	102-77 HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA	
0102-15-0	RADAR SPEED DISPLAY UNIT	ED	
0102- 60-	WORK ZONE SIGN	ED	
0102-74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	
0102-74- 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	
0102-76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	
PAVING MARKING TEMPORARY (SKIP),(ANY WIDTH),(YELLOW OR WHITE),(PAINT)			A
0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	
102-01	MAINTENANCE OF TRAFFIC	DA	
0104-10-3	SEDIMENT BARRIER	LF	
0104- 18-	INLET PROTECTION SYSTEM	EA	
0110-2-1	CLEARING & GRUBBING (PUSH BUTTON CONTRACT)	AC	
0110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK - (UP TO 8" SICK)	SY	1000
0110-4-10C	REMOVE AND DISPOSE EXISTING CURB AND GUTTER	LF	P - 6
327-70	MILLING EXISTING PAVEMENT (1")(Payment for greater cuts will be paid proportionally)	SY	
200-1-10	LIMEROCK BASE (8" THICK, PRIMED)	SY	
334-2-13-1	HOT MIX ASPHALT, TRAFFIC C, SP-9.5	TN	
351-1A	COLOR CONCRETE CURB AND GUTTER (TYPE F)	LF	
351-1B	COLORED CONCRETE SIDEWALK (4"-THICK)	LF	(4-1-1
351-1C	COLORED CONCRETE SIDEWALK (6"-THICK)	LF	

425-5-1	ADJUST MANHOLE (UTILITIES) (MIAMI-DADE WATER AND SEWER)	EA
0520- 2	CONCRETE CURB & GUTTER (ANY TYPE, INCLUDING BASE PREPARATION)	LF
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (INCLUDES THE COST OF PERDESTIAN RAMPS AND SIDEWALK CURBS)	SY
0522- 2-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (INCLUDES DRIVEWAYS)	SY
0526- 1- 2	PAVERS, ARCHITECTURAL, SIDEWALK	SY
0527-2	DETECTABLE WARNING ON WALKING SURFACE	SF
0575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	SY
0580-336	TREE TRIMING	HR
620-1-1	GROUNDING ELECTRODE	LF
630-1-12	CONDUIT 2" PVC, UNDERGROUND	LF
630-1-13	CONDUIT 2" PVC, UNDERPAVEMENT (contingent to field condition and could be increased, decreased, or eliminated by the Project Manager)	LF
630-1-14	CONDUIT 2" PVC, UNDERGROUND DIRECTIONAL BORE	LF
630-1-16B	CONDUIT 2" PVC, additional conduit installed in existent open trench. Item is contingent upon field condition and could be increased, decreased, or eliminated by the Project Manager)	LF
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF
0630-2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF
0630-2- 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF
0632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI
632-7-1A	TRAFFIC CONTROL CABLE (11-21 CONDUCTOR)	LF
632-7-1B	TRAFFIC CONTROL CABLE (4-7 CONDUCTOR)	LF
0632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF
0632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI
0633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF
0633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF
0633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF
0633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA
0633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA
0633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA
0633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA
0633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA
0633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA
0633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA
0633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA
0633-3-52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	EA

0633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF
0634-4-151	SPAN WIRE ASSEMBLY, F&I, TWO POINT, PERPENDICULAR	PI
0634-4-600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI
0635-1-11	PULL & SPLICE BOX, (POLYMER)	AS
0635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA
0635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA
0635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA
0635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA
0639-1-12	FP&L HOOKUP AND SITE ELECTRICAL (INCLUDING TELEMETRY WIRING)	LS
0639-1-123	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER NOT REQUIRED	AS
0639-1-13	ELECTRICAL PROWER SERVICES INCLUDES NEMA-3R RAIN-TIGHT INCLOSURE, DISCONNECT SWITCH,POLE CONDUIT)	AS
0639-2-1	SERVICE WIRE(#6 AWG WITH THW INSULATION)(THREE CONDUCTOR SET)(BLACK,WHITE AND GREEN)	ĻF
641-2-12	PRESTRESSED CONCRETE POLES(FURNISH & INSTALL)(TYPE P-II SERVICE POLE)	EA
0639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA
0641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA
0641-2-16	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI	EA
06412-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	EA
0646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	EA
0646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA
0646-1-60	ALUMINUM SIGNALS POLE, REMOVE	ĒA
647-11-01C	MAST ARM COMBINATION STANDARD-INSTALLATION ONLY(CONTRACTOR FURNISHES FOUNDATION, CUTS AND ADJUST ARMS TO FIT, FURNISH ARM CAPS AND OTHER INCIDENTALS)	EA
647-11-32(1)	MAST ARM COMBINATION STANDARD (32' ARM)(DS-12)	EA
647-11-38	MAST ARM COMBINATION STANDARD (38' ARM) (DS-15)	AS.
647- 11-34A	MAST ARM COMBINATION, (STD. TYPE DS-13)	AS.
647-11-36A	MAST ARM COMBINATIONS, (STD. TYPE DS-14)	AS.
647-11-40A	MAST ARM COMBINATION STANDARD [(40' ARM) (DS-16)	AS.
647-11-42A	MAST ARM COMBINATION STANDARD (42' ARM) (DS-17)	AS.
647-11-44A	MAST ARM COMBINATION STANDARD (44' ARM) (DS-18)	AS.
647-11-48A	MAST ARM COMBINATION STANDARD (48' Arm) (DS-20)	AS.
0649-31-101	STEEL MAST ARM,F&I, WIND SPEED-150,SINGLE ARM, W/0 LUMINAIRE-36	EA
0649-31-102	MAST ARM,F&I, WIND SPEED-150,SINGLE ARM,W/0 LUMINAIRE-46	EA
0649-31-103	MAST ARM,F&I, WIND SPEED-150, SINGLE ARM,W/0 LUMINAIRE-60	EA
0649- 31-111	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 36- 46	EA

0649- 31-115	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM, W/0 LUMINAIRE, 46-60	EA
0649- 31-116	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 46- 70.5	EA
0649- 36-300	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	EA
0650- 1- 14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS.
0650- 1- 16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS.
0650- 1- 19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS.
0650- 1- 24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	AS.
0650-1-44	TRAFFIC SIGNAL, FURNISH & INSTALL PROGRAMABLE, 3 SECTION, 1 WAY	AS.
0650- 1- 60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS.
0650- 1- 70	TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	AS.
0650-51-313	TRAFFIC SIGNAL, F&I (3 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS
0650-51-413	TRAFFIC SIGNAL, F&I (4 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS
0650-51-513	TRAFFIC SIGNAL, F&I (5 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS.
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS.
0653- 1- 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS.
0653-191	PEDESTRIAN SIGNAL, ONE WAY (LED COUNTDOWN)	AS.
654-001-013	RECTANGULAR RAPID FLASHING BEACON FURNISHED AND INSTALL	EA
	IN ROADWAY LIGHT ASSEMBLY,IRLA, REPAIR	Cost of part
	SPEED FEEDBACK SIGN, REPAIR	Cost of part
659-112	SIGNAL HEAD AUXILARIES (MOUNTING BRACKET, 2 WAY)	EA
0660- 1-101	LOOP DETECTOR INDUCTIVE, F&I, TYPE 1	EA
0660- 1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	EA
0660- 1-109	LOOP VEHICLE DETECTOR AMPLIFIER (RELAY OUTPUT- RACK MOUNTED TYPE 170 CABINET)	EA
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA
660-2-101	LOOP ASSEMBLY	AS
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS.
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS.
0660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	EA
0660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA

0660- 4- 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA
0660- 4- 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA
0660- 4- 4A	LOOP LEAD IN CABLE (NO.14 A.W.G)	EA
0660- 4- 42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA
0660-5-11	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, CABINET EQUIPMENT	EA
0660-5-12	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA
0660-5-13	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, IN-ROAD ELECTRONICS	EA
0665- 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA
0665- 1- 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA
0665- 1- 40	PEDESTRIAN DETECTOR, RELOCATE	EA
0665- 1- 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA
0670- 4-1	FLASHING BEACON CONTROLLER ASSEMBLY	AS
0670- 5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS.
0670- 5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS.
0670- 5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS.
0670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS.
672-1-3	INSTALL TRAFFIC CONTROLLER ASSEMBLY-(BUILD-UP CONTROLLER & COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO CONSTRUCT FOUNDATION, INSTALL AND WIRE CONTROLLER AND COMPONENTS FOR A COMPLETE INSTALLATION)	AS
672-1-4	MODIFICATION OF EXISTING TRAFFIC CONTROLLER ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION)	AS
0676-110-110A	CONTROLLER CABINET-POLE MOUNTED	EA
0678-1-109	CONTROLLER ACCESSORIES, REPLACE EXISTING- FURNISH AND INSTAL, TYPE 3 TIME SWITCH	EA
0678-1-113C	SOLAR PAGER PROGRAMABLE TIME SWITCH	EA
0684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA
0685-163	AUDIBLE-TACTIEL PEDESTRIAN SYSTEM (FURNISHED AND INSTALL)-INCLUDES ALL ELECTRONIC EQUIPMENT, MOUNTING HARDWARE, POWER SUPPLIES, PUSH BUTTONS, AND SIGN FACES WHICH ARE DESIGNED TO BOTH A RAISED VIBRATING TACTILE ARROW AONG WITH A VARIETY OF AUDIBLE SOUNDS FOR DIFFERENT TRAFFIC SIGNAL FUNCTIONS) (THE SYSTEM SHALL CONSIST OF A CONTROL UNIT AND PEDESTRIAN PUSHBUTTON UNIT AS DESCRIBED IN THE TECHNICAL SPECIAL PROVISIONS)	AS

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0685-165	SOLAR ENGINE (INCLUDES ELECTRONICS,BATTERIES & SOLAR PANELS), DUAL LED SIGNAL INCLUDING, HOUSING AND MOUNTING HARDWARE	AS
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EA
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA
690-31	REMOVE SIGNAL PEDESTAL	EA
690-32-2	POLE REMOVAL(SHALLOW)(BOLT ON ATTACHMENT)	EA
690-33-1	POLE REMOVAL (DEEP)(DIRECT BURIAL)	EA
690-40	REMOVE MAST ARM ASSEMBLY	EA
690-50	REMOVE CONTROLLER ASSEMBLY	EA
690-51	REMOVE CONTROLLER FOUNDATION-INCLUDES PROPER DISPOSAL, AND GRADING OF AREA IF REQUIERED	EA
690-100	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	PI
690-110	RELOCATE SIGNAL HEAD ASSEMBLY-(SINGLE OR MULTIPLE SECTION, SPAN WIRE OR MAST ARM MOUNTED)(PROVIDE NEW ASTRO BRACKET)	EA
690-200	PULL BOX REMOVAL	EA
690-70A	REMOVE PEDESTRIAN DETECTOR ASSEMBLY (INCLUDES PUSH BUTTON SIGN)	EA
699-1-1A	INTERNALLY ILLUNINATED STREET SIGN NAME (LED), (INCLUDING MOUNTY BRACKET)	AS
0700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA
0700- 5- 50	INTERNALLY ILLUMINATED SIGN, RELOCATE	EA
0700- 5- 60	INTERNALLY ILLUMINATED SIGN, REMOVE	EA
0700- 11-391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	AS.
0700- 12- 12	SIGN BEACON, F&I GROUND MOUNT- AC POWERED, TWO BEACONS	AS.
0700- 12- 32	SIGN BEACON, F&I OVERHEAD MOUNT, TWO BEACONS	AS.
0705- 10- 1	OBJECT MARKER, TYPE 1	EA
0706- 3-	RETRO-REFLECTIVE PAVEMENT MARKERS	EA
0706-1-12	RETRO-REFLECTIVE PAVEMENT MARKERS (CLASS B, MONO OR BI-DIRECTIONAL, ALL COLORS)	EA
0706-47	RELOCATE SIGN (SINGLE POST, INCLUDES BASE POST AND FOOTING)	AS
0711- 11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF
0711- 11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF
0711- 11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF
0711- 11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM
0711- 11-151	THERMOPLASTIC WHITE DOTTED/GUIDELINE (6")	LF
0711- 11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA
0711- 11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA
0711-11-221	THERMOPLASTIC, YELLOW, SOLID, (6")	LF

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0711- 11 <b>-</b> 232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL, GROUND MOUNT-SOLAR POWERED, ELECTRONIC SPEED FEEDBACK SIGN, 12-20 SF	AS
0711- 11-241	THERMOPLASTIC, YELLOW, SKIP, (6")	LF
0711- 11-251	THERMOPLASTIC, YELLOW, DOTTED/GUIDELINE, (6")	LF
0711- 14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA
0711- 14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA
0711- 15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM
0711- 15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM
0711- 15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM
0711- 16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM
0711- 17-	REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF
0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS.
0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS.
0700-20-40	SINGLE POST SIGN, RELOCATE	AS.
0700-1-60	SINGLE POST SIGN, REMOVE	AS.
0700-2-15	MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF	AS.
700-20-11	SINGLE POST SIGN, F&I , UP TO 12 SF	AS
0700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA
0700-3-102	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, 12- 20 SF	EA
0700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA
0700-3-204	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 31-50 SF	EA
0700-3-205	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF	EA
0700-3-206	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 101-200 SF	EA
0700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA
0700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA
0700-3-602	SIGN PANEL, REMOVE, 12-20 SF	EA
0700-3-605	SIGN PANEL, REMOVE, 51-100 SF	EA
0700-3-606	SIGN PANEL, REMOVE, 101-200 SF	EA
0700-40-02	ROADSIDE SIGNS(DOUBLE POST)(12 THRU 25 SF)	AS
0700-46-01	REMOVAL OF SIGN AND POST	AS
0700-48-18	SIGN PANEL LESS THAN 15 SF	AS
0700-48-28B	SIGN PANEL INSTALLATION, (MAST ARM, OR SPAN WIRE MOUNT. COUNTY FURNISH SIGN ONLY. CONTRACTOR FURNISHES ACCESSORIES, STRAPS,CABLES, BRACKETS, CONNECTORS, ETC,)	EA
700-48-60B	REMOVAL OF SIGN PANEL	EA

	BLINKER SIGN, FLASHING LEG SIGN	EA	1
0700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	

Item	TIME AND MATERIAL Hourly Rate	Estimated Annual Service Hours	U/M	Unit Cost	Total Annual Service (Hours_X_Unit_Cost)
1	Hourly Rate – Regular (See C3.2)	50	Hourly Rate	\$	\$
2	Hourly Rate - Non-Regular (See C3.2)	20	Hourly Rate	\$	\$
3	Hourly Rate - Emergency (See C3.2)	15	Hourly Rate	\$	\$
		(A) Estimated Annual Cost <sup>1</sup>	(B) % Mark-up (See Section C3.2.4)	(C) Cost of % Mark-up (A x B = C)	(D) Net Annual Cost (A + C = D)
4	Cost of Materials	\$25,000	%	\$	\$
				GRAND TOTAL (Items1-4)	\$

<sup>&</sup>lt;sup>1</sup>The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

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# APPENDIX C

# MIAMIBEACH

# Insurance Requirements

ITB 2022-375-ND
TRAFFIC SIGNAL IMPROVEMENTS AND
REPAIRS

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

# INSURANCE REQUIREMENTS

The Contractor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

A.Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B.Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C.Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D.Installation Floater Insurance against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site, which is to be used (installed into a building or structure) in the Project. (City of Miami Beach shall Named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

**Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

**Waiver of Subrogation** – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements,

or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

# **CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH c/o EXIGIS Insurance Compliance Services P.O. Box 4668 – ECM #35050 New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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# FORMAL SOLICITATIONS TERMS AND CONDITIONS – GOODS & SERVICES

(October 27, 2022)

#### 1. GENERAL DISCLAIMERS.

- a. The solicitation referenced herein is being furnished to the Bidders by the City of Miami Beach (the "City") for the Bidder's convenience. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Bidders should rely exclusively on their own investigations, interpretations, and analyses. Bidders are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and other all instructions pertaining to the goods relative to this solicitation. Failure to do so will be at the Bidder's risk and may result in the Bid being non-responsive. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidders, and shall not be reimbursed by the City.
- b. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Bid conforming to these requirements will be selected for consideration, negotiation, or approval. Any individual that submits a bid in response to this solicitation agrees that any action taken by the City in response to bids made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.
- c. It is the responsibility of each Bidders, before submitting a Bid, to: examine the solicitation thoroughly; visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award; study and carefully correlate Bidder's observations with the solicitation. The Bidders shall notify the Chief Procurement Officer of all conflicts, errors, or discrepancies in the solicitation of which Bidders knows or reasonably should have known. The submission of a Bid shall constitute an incontrovertible representation by Bidders that Bidders has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- d. Any action taken by the City in response to bids received pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the solicitation, as it deems appropriate and in its best interest. The City may postpone the deadline for submittal of bids and may, but is not required to, make a reasonable effort to give at least three (3) calendar days electronic notice of any such postponement.
- e. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting bid in response to this solicitation.
- f. Bidders are hereby advised that this solicitation is subject to the following ordinances/resolutions (as applicable), which may be found on the City Of Miami Beach Procurement Department website at <a href="https://www.miamibeachfl.gov/City-hall/procurement/procurement-related-ordinance-and-procedures/">https://www.miamibeachfl.gov/City-hall/procurement/procurement-related-ordinance-and-procedures/</a>.

Requirement	Code Section or Resolution
Cone of Silence	2-486
Protest Procedures	2-371
Debarment Proceedings	2-481 through 2-406
Lobbyist Registration and Disclosure of Fees	2-397 through 2-485.3
Campaign Contributions by Vendors	2-487
Campaign Contributions by Lobbyists	2-488
Equal Benefits for Domestic Partners	2-373
Living Wage Requirement	2-407 through 2-410
False Claims Ordinance	70-300
Acceptance of Gifts, Favors & Services	2-449
Purchase of Goods and Services Sourced in Mississippi	Resolution 2016-29375
Non-discrimination (boycotts)	2016-3990

- ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Bidders shall not offer any gratuities, favors, or anything of monetary value
  to any official, employee, or agent of the City, for the purpose of influencing consideration of this Bid. Pursuant to Sec. 2-449 of
  the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to
  influence him in the discharge of his official duties.
- 3. ASSIGNMENT. No contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right,

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title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

- 4. CANCELLATION. In the event any of the provisions of this Bid are violated by the Bidders, the City shall give written notice to the Bidders stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the Bidders. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the Bidders.
- 5. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This solicitation is subject to, and all Bidders are expected to be or become familiar with, all City lobbyist laws. Bidders shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.
- <u>DEFAULT.</u> Failure or refusal of the successful Bidders to execute a contract following approval of such contract by the City
  Commission, or untimely withdrawal of a bid response before such award is made and approved, may result in a claim for
  damages by the City, and may be grounds for removing the Bidders from the City's vendor list.
- Personant to Section 2-369 of the City Code, when determining the lowest and best Bidders, in addition to price, there shall be a consideration of the following: (1) the ability, capacity and skill of the Bidders to perform the contract; (2) whether the Bidders can perform the contract within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidders; (4) the quality of performance of previous contracts; and (5) the previous and existing compliance by the Bidders with laws and ordinances relating to the contract. In doing so, the City may take any and all actions in deems necessary, including consideration of any legal, financial, operational (facilities, staffing and equipment) factor that may impact the Bidder's ability to successfully perform the contract, and the City may contact any prior or current client, employee or agent of the Bidders.
  - The City reserves the right to request supplemental information from Bidders at any time during the solicitation process, unless otherwise noted.
- 8. **DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
  - a. Any contract or agreement resulting from the award of this solicitation; then
  - b. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
  - c. The solicitation; then
  - d. The Bidder's bid in response to the solicitation.
  - In case of any doubt or difference of opinion as to the items and/or goods (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
- 9. <u>ELIMINATION FROM CONSIDERATION.</u> This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.
- 10. <u>EMERGENCY RESPONSE PRIORITY.</u> It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.
- 11. <u>ESTIMATED QUANTITIES.</u> Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low Bidders meets specifications.
- 12. **ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidders not responsible if the history of violations warrants such determination in the opinion of the City. Bidder shall submit with its proposal, a complete history of all citations and/or violations, notices, and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidders that there are no citations or violations. Bidders shall notify the City immediately of notice of any citation or violation which Bidders may receive after the proposal opening date and during the time of performance of any contract awarded to it.
- 13. <u>EXCEPTIONS TO SOLICITATION</u>. Bidders must clearly indicate any exceptions they wish to take to any of the terms in the solicitation, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly

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delineated, in writing, in the bid submittal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidders to comply with the particular term and/or condition of the solicitation to which Bidders took exception to (as said term and/or condition was originally set forth in the solicitation and any exhibits or Addenda thereto).

- 14. FLORIDA PUBLIC RECORDS LAW. Bidders are hereby notified that all bids including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Bidders agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the goods; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Bidders upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- JOINT VENTURES / SINGLE PURPOSE ENTITY. Joint Ventures are not allowed, bid shall be submitted only by the prime contractor. Bidders may, however, identify sub-contractors or sub-consultants to the prime Bidders who may serve as team members.

### 16. FORCE MAJEURE.

- a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- c. The City may, through its City manager, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, through its City Manager, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Chief Procurement Officer. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.
- d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

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- e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term
- 17. INDEMNIFICATION. The bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The bidder expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.
- 18. <u>INSPECTION, ACCEPTANCE & TITLE.</u> Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful Bidders until acceptance by the City unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the Bidder's expense.

# 19. INSPECTOR GENERAL AUDIT RIGHTS.

- a. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- b. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present, and proposed City programs, accounts, records, contracts, and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- c. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- d. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
  - . If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
  - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors, and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
- g. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.
- LAWS, PERMITS AND REGULATIONS. The Bidders shall obtain and pay for all licenses, permits, and inspection fees required
  to complete the work and shall comply with all applicable laws.
- 21. <u>LIABILITY, INSURANCE, LICENSES AND PERMITS.</u> Where Bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the Bidders will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
- 22. MANNER OF PERFORMANCE. Bidders agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations, and codes. Lack of knowledge or ignorance by the Bidders with/of applicable laws will in no way be a cause for relief from responsibility. Bidders agrees that the work and goods provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidders agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidders further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Bidders to comply with this paragraph shall constitute a material breach of this contract.
- 23. MODIFICATION/WITHDRAWALS OF BIDS. A Bidders may submit a modified bid to replace all or any portion of a previously submitted Bid up until the Bid due date and time. Modifications received after the bid due date and time will not be considered. bid shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date, or after expiration of 180 calendar days from the opening of bid without a contract award. Letters of withdrawal received after the Bid due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.
- 24. <u>MULTIPLE AWARD</u>. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible Bidders (primary), followed by the second lowest, responsive, responsible Bidders (secondary), and continuing with other responsive, responsible Bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that:
  1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.
- 25. NON-CONFORMANCE TO CONTRACT CONDITIONS. Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected, and returned at the Bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the Bidders. Any violation of these stipulations may also result in the Bidder's name being removed from the City's vendor list.
- 26. NON-DISCRIMINATION. The Bidders certifies and affirms that it is in compliance with and will be bound by the Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 27. NON-EXCLUSIVITY. To the extent applicable, it is the intent of the City to purchase the goods or services specifically listed in the solicitation. However, the City reserves the right to purchase any goods or services awarded from any other governmental or cooperative contract, or on the open market.
- 28. OCCUPATIONAL HEALTH AND SAFETY. The Bidders warrants to the City that any work, goods, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and

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Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the Bidders.

- 29. OBSERVANCE OF LAWS. Bidders are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of goods and/or project contemplated by this solicitation (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Bidders will in no way relieve it from responsibility for compliance.
- 30. <u>OPTIONAL CONTRACT USAGE.</u> When the successful Bidders agrees, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.
- 31. OSHA. The Bidders warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the Bidders.
- 32. OTHER TERMS AND CONDITIONS. Any order pursuant to the contract that includes terms and conditions other than those expressly approved in this solicitation or contract shall be null and void and rejected by the City.
- 33. <a href="PAYMENT">PAYMENT</a>. Payment will be made by the City after the goods have been received, inspected, and found to comply with contract specifications, free of damage or defect, and are properly invoiced.
- 34. PATENTS & ROYALTIES. Bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Bidders uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 35. PRICES QUOTED. Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidders may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).
- 36. <u>PROTESTS.</u> Any protest concerning the specifications or award of this solicitation shall be in accordance with City Code Section 2-371. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.
- 37. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods 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 a bid on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- 38. RELATIONSHIP TO THE CITY. It is the intent of the City, and Bidder's hereby acknowledge and agree, that the successful Bidders is considered to be an independent contractor, and that neither the Bidders, nor the Bidder's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.
- SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.
- 40. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.
- 41. <u>TERMINATION FOR DEFAULT.</u> If the successful Bidders shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the Bidders of such termination, which shall become effective upon receipt by the Bidders of the written termination notice.

In that event, the City shall compensate the successful Bidders in accordance with the term of the contract for all work and/or services satisfactorily performed by the Bidders prior to termination, net of any costs incurred by the City as a consequence of

# FORMAL SOLICITATIONS TERMS AND CONDITIONS – GOODS & SERVICES

(October 27, 2022)

the default.

Notwithstanding the above, the successful Bidders shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Bidders, and the City may reasonably withhold payments to the successful Bidders for the purposes of set off until such time as the exact amount of damages due the City from the successful Bidders is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful Bidders fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

- 42. TERMINATION FOR CONVENIENCE OF CITY. The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful Bidders of such termination, which shall become effective thirty (30) days following receipt by Bidders of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful Bidders in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful Bidders, and shall also compensate the Bidders for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful Bidders for any profits that the successful Bidders expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful Bidders upon a termination as provided for in this subsection.
- 43. <u>TIE BIDS.</u> In accordance with Florida Statues Section 287.087, regarding identical tie bids, preference will be given to Bidders certifying that they have implemented a drug free workplace program. A certification form will be required. In the event of a continued tie between two or more Bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between Bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.
- 44. <u>VENUE.</u> Any legal challenges to this Solicitation shall be brought in Miami-Dade County, Florida, and if legal action is necessary, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. The Bidder and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Solicitation.
- 45. CONTRACT EXTENSION. The City, through its City Manager, reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.
- 46. AMERICANS WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.
- 47. TRUTH IN NEGOTIATION CERTIFICATE. Any resulting contract, is issued and governed by section 287.055, Florida statutes shall require a truth in negotiation certificate. Execution of the contract by the consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the contract are accurate, complete, and current as of the date of the contract. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

# ATTACHMENT C SUNBIZ & PROPOSAL RESPONSE TO ITB

### COMMISSION MEMORANDUM

TO:

Honorable Mayor and Members of the City Commission

FROM:

Alina T. Hudak, City Manager

DATE:

March 27, 2023

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID

(ITB) 2023-057-ND FOR TRAFFIC SIGNAL IMPROVEMENTS AND REPAIRS.

# **RECOMMENDATION**

It is recommended that the Mayor and City Commission approve the award of a contract to AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc., pursuant to Invitation to Bid (ITB) No. 2023-057-ND for traffic signal improvements and repairs and further authorize the City Manager and City Clerk to execute the contracts.

This solicitation is currently under the cone of silence.

#### BACKGROUND/HISTORY

The purpose of this ITB is to establish a contract with qualified firm(s) for traffic signal improvements and repairs, including any necessary ancillary work, as necessary.

It is the City's intent to award this contract as a push-button contract. Push button contracts provide a means of quickly responding to critical needs via a competitively solicited indefinite-quantity contract. When items are needed, the requesting department will select the awarded vendor that has the best pricing and availability for the entirety of the items required for the particular need identified on a case-by-case basis.

#### **ANALYSIS**

On December 27, 2022, the ITB was issued. The Procurement Department issued bid notices to approximately 10,195 companies utilizing the City's e-procurement system, with 57 prospective bidders accessing the solicitation. A voluntary pre-bid conference was held on January 11, 2023 to provide information to proposers submitting a response. ITB responses were due and received on February 15, 2023. The City received four (4) responses from the following firms: AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc. See Attachment A for a tabulation of bids received.

The ITB stated that the responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB would be recommended for award. In its due diligence, the Procurement and Transportation and Mobility Departments found that the four (4) bids submitted meet the requirements of the ITB.

Below is a brief summary of the four (4) bidders as articulated in their bid response:

#### AGC Electric, Inc.

Established in 1997, AGC Electric, Inc. is a state-certified electrical firm specializing in all types of electrical work, traffic signals, roadway and parking lot lighting, fire alarms, CCTV, intercom, sound, intrusion detection, stage lighting, and telephone data systems. Through multiple years of experience, the firm has offered its services to clients such as the Florida Department of Transportation. AGC Electric Inc. is also an incumbent providing these services to the City, and the City has been satisfied with its work and offered positive feedback.

### **AUM Construction Inc.**

Since 2006, AUM Construction has been a state-certified electrical and general contractor registered in Florida. It is a Miami-Dade County-certified Disadvantaged Business Enterprise (DBE) that specializes in transportation lighting, signalization, and intelligent transportation systems. Through multiple years of experience, the firm has offered services to clients such as the Florida Department of Transportation for District 6. AUM Construction currently provides the City with traffic signal improvement and repair services, and the City has been satisfied with its work.

### Horsepower Electric Inc.

Horsepower Electric Inc. is a state-certified electrical and general contractor registered in Florida, specializing in roadway lighting maintenance and construction, traffic signalization, red light camera installations, intelligent transport systems, and energy savings (LED and Solar Solutions). Horsepower Electric has an excellent safety record and strictly adheres to all safety guidelines and standards set by national, state, and city regulatory agencies. Regardless of a project's scope, Horsepower Electric works to meet its client's needs by keeping up with modern technology in the industry and always striving for excellence in workmanship, customer satisfaction, and professional commitment.

#### F DocuSign Envelope ID: EFE2FDEA-1B7E-4A8C-9141-47DA23F535A7

For over twelve years, R & D Electric, Inc. has been part of the constant growth and improvement of South Florida by serving various cities, municipalities, highway authorities, and agencies in street lighting, traffic signalization, and utility work. It is a Miami-Dade County certified Small Business Enterprise (SBE) that has provided electrical services to the Miami-Dade Police Department, the City of Coral Gables, and the City of Tamarac. Since 2014 it has provided routine electrical services to the City, including emergency repairs and planned repairs for small projects. To date, the City is satisfied with the services provided.

# **SUPPORTING SURVEY DATA**

Not Applicable

#### **FINANCIAL INFORMATION**

The estimated annual cost for traffic signal improvements and repairs is \$275,000. Grant funds are not expected to be utilized for these services.

# Amount(s)/Account(s):

106-9615-000349-30-403-529-00-00-00

\$400,000

Additional projects may be funded through the capital improvement project budget process.

#### CONCLUSION

Based on the foregoing, it is recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to AGC Electric, Inc., AUM Construction Inc., Horsepower Electric Inc., and R & D Electric, Inc., pursuant to Invitation to Bid (ITB) No. 2023-057-ND for traffic signal improvements and repairs and further authorize the City Manager and City Clerk to execute the contracts.

# **Applicable Area**

Citywide

No

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Does this item utilize G.O.

**Bond Funds?** 

No

**Legislative Tracking** 

Transportation/Procurement

# ATTACHMENTS:

Description

Attachment A

Group I Push Button Services
Traffic Signal Improvements and Repairs - Contractor shall provide pricing below inclusive of all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic, if necessary, and transportation necessary on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.

Item Number	Description	Unit	AGC Elect	tric, Inc.	AUM Construction Inc.	Horsepower Electric, Inc.	R&DE	Electric, Inc.
102-74-2	BARRICADES ( Temporary , Type III, 6')	EA	\$	1.50	\$ 1.00	\$ 2.00	\$	0.50
102-74-1A	BARRICADES ( TEMPORARY- TYPE I, II & VP)	EA	\$	1.00	\$ 1.00	\$ 1.00	\$	0.50
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA	\$	30.00	\$ 15.00	\$ 15.00	\$	8.00
102-77	102-77 HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA	\$	3.00	\$ 25.00	\$ 1.00	\$	6.00
0102-15-0	RADAR SPEED DISPLAY UNIT	ED	\$	25.00	\$ 25.00	\$ 25.00	\$	10.00
0102- 60-	WORK ZONE SIGN	ED	\$	0.50	\$ 1.00	\$ 1.00	\$	3.00
0102-74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	\$	1.00	\$ 0.50	\$ 1.00	\$	0.50
0102-74- 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	s	2.00	\$ 0.50	\$ 3.00	\$	0.50
0102-76-	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	S	30,00	\$ 15,00	\$ 15.00	\$	8.00
0102-91A	PAVING MARKING TEMPORARY (SKIP),(ANY WIDTH),(YELLOW OR WHITE),(PAINT)	LF	s	0.90	\$ 1.00	\$ 3.00	\$	8.00
0102- 99-	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	\$	40.00	- ,,,,,,			20.00
102-01	MAINTENANCE OF TRAFFIC	DA	\$	870.00			\$	600.00
0104- 10- 3	SEDIMENT BARRIER	LF	S	6.00			\$	8.00
0104- 18-	INLET PROTECTION SYSTEM	EA	\$	250.00				350.00
0110-2-1	CLEARING & GRUBBING (PUSH BUTTON CONTRACT)	AC		.000.00			\$	50,000.00
0110-4- 2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK - (UP TO 8" SICK)	SY	s	80.00	\$ 30.00	\$ 40.00	No Bid	
0110-4-10C	REMOVE AND DISPOSE EXISTING CURB AND GUTTER	LF	S	20.00	\$ 10.00	\$ 10,00		
327-70	MILLING EXISTING PAVEMENT (1")(Payment for greater cuts will be paid proportionally)	SY	s	12.00	s 15.00	\$ 20.00	s	6.00
200-1-10	LIMEROCK BASE (8" THICK, PRIMED)	SY	\$	7.00	\$ 50.00	100000000000000000000000000000000000000		350.00
334-2-13-1	HOT MIX ASPHALT, TRAFFIC C, SP-9.5	TN	\$	450.00	\$ 550.00	\$ 500.00	\$	250.00
351-1A	COLOR CONCRETE CURB AND GUTTER (TYPE F)	LF	\$	85.00	\$ 45.00	\$ 50.00	\$	120.00
351-1B	COLORED CONCRETE SIDEWALK (4"-THICK)	LF	\$	95.00	\$ 70.00	\$ 75.00	\$	120.00
351-1C	COLORED CONCRETE SIDEWALK (6"-THICK)	LF	\$	103.00	\$ 80.00			120.00
425-5-1	ADJUST MANHOLE (UTILITIES) (MIAMI-DADE WATER AND SEWER)	EA	\$	800.00	\$ 1,500.00	\$ 1,500.00	\$	2,500.00
0520- 2	CONCRETE CURB & GUTTER (ANY TYPE, INCLUDING BASE PREPARATION)	LF	\$	50.00	\$ 35.00	\$ 50,00	\$	120.00
0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (INCLUDES THE COST OF PEDESTRIAN RAMPS AND SIDEWALK CURBS)	SY	s	75.00	\$ 70.00		\$	120.00
0522- 2-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (INCLUDES DRIVEWAYS)	SY	\$	85.00	\$ 80.00	\$ 95.00	\$	146.00
0526- 1- 2	PAVERS, ARCHITECTURAL, SIDEWALK	SY	\$	120.00				300.00
0527-2	DETECTABLE WARNING ON WALKING SURFACE	SF	\$	45.00	\$ 35.00			86.00
0575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	SY	\$	20.00	\$ 20.00			40.00
0580-336	TREE TRIMING	HR	\$	65.00	\$ 250.00			60.00
620-1-1	GROUNDING ELECTRODE	LF	S	8.00	\$ 20.00			26.00
630-1-12	CONDUIT 2" PVC, UNDERGROUND	LF	S	20.00				40.00

630-1-13	CONDUIT 2" PVC, UNDERPAVEMENT (contingent to field condition and could be increased, decreased, or eliminated by the Project Manager)	LF	s	26.00	\$ 50.00	\$	50.00	\$	56.00
630-1-14	CONDUIT 2" PVC, UNDERGROUND DIRECTIONAL BORE	LF	\$	26.00	\$ 50.00	\$	30.00	\$	45.00
630-1-16B	CONDUIT 2" PVC, additional conduit installed in existent open trench. Item is contingent upon field condition and could be increased, decreased, or eliminated by the Project Manager)	LF	s	6.00	S 10.00	s	10.00	\$	6.00
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	\$	20.00	\$ 30.00	\$	30.00	\$	40.00
0630-2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	\$	26.00	\$ 50.00	\$	30.00	\$	45.00
0630-2- 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	S	20.00	\$ 65.00	\$	30.00	\$	48.00
0632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	\$	13,000.00	\$ 10,000.00	s	12,000.00	\$	8,600.00
632-7-1A	TRAFFIC CONTROL CABLE (11-21 CONDUCTOR)	LF	\$	12.00	\$ 20.00	\$	25.00	\$	12.00
632-7-1B	TRAFFIC CONTROL CABLE (4-7 CONDUCTOR)	LF	\$	9.00	\$ 15.00	\$	20,00	\$	11,00
0632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	s	9.00	\$ 10.00	\$	20.00	\$	12.00
0632-7-6	SIGNAL CABLE, REMOVE-INTERSECTION	Pl	\$	780.00	\$ 250.00	\$	500.00	\$	800.00
0633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	s	7.00	\$ 8.00	\$	4.00	\$	8.00
0633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF	S	9,00			6.00		8,00
0633-1-420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	- 1	6,00			3.00		8.00
0633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	Š	125,00			100.00		120.00
0633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	\$	150.00			125.00	•	120.00
0633-3-11	FIBER OPTIC CONNECTION, INSTALL, TERMINATION  FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	Š	3,600.00			1,250,00		2,600,00
0633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	<del>-   š</del>	500.00			75.00	•	250.00
0033-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAT	<u>EA</u>	<del>-   * -</del>	300.00	0 100.00	<del>ا                                     </del>	73.00	*	250.00
0633-3-14	KIT	EA	s	1,900,00	\$ 750,00	\$	100.00	\$	310.00
0633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	s	1,900.00	\$ 2,500.00	\$	1,500.00	\$	3,600.00
0633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	\$	2,300.00	\$ 2,500.00	\$	1,600.00	\$	2,600.00
0633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	\$	800.00	\$ 750.00	\$	500.00	\$	1,200.00
0633-3-52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	EA	\$	700.00	\$ 80.00	\$	100.00	\$	800.00
0633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	s	8.00	\$ 15.00	\$	5.00	\$	12,00
0634-4-151	SPAN WIRE ASSEMBLY, F&I, TWO POINT, PERPENDICULAR	PI	S	3,100.00	\$ 6,000.00	\$	5,000.00	\$	13,800.00
0634-4-600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	\$	980.00	\$ 1,000.00	\$	1,000,00	\$	750.00
0635-1-11	PULL & SPLICE BOX, (POLYMER)	AS	\$	1,500.00	\$ 1,500.00	\$	1,500.00	\$	1,200,00
0635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	\$	1,500.00			1,500.00		1,200.00
0635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	Š	2,700,00			3,000,00		2,800,00
0635-213	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	s	4,000,00			5,000.00		4,100,00
0635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	<u> </u>	420.00			750.00		680.00
0639-1-12	FP&L HOOKUP AND SITE ELECTRICAL (INCLUDING TELEMETRY WIRING)	LS	s	2,500.00			7,500.00		6,000.00
0639-1-123	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER NOT REQUIRED	AS	s	3,850,00	\$ 7,000.00	\$	7,400.00	\$	5,000.00
0639-1-13	ELECTRICAL PROWER SERVICES INCLUDES NEMA-3R RAIN-TIGHT INCLOSURE, DISCONNECT SWITCH, POLE CONDUIT)	AS	s	3,950.00	\$ 8,000.00	s	7,500.00	\$	3,900.00

0639-2-1	SERVICE WIRE(#6 AWG WITH THW INSULATION)(THREE CONDUCTOR SET)(BLACK,WHITE AND GREEN)	LF	\$	7.00	\$ 10.0	0 \$	12.00	\$	8.00
641-2-12	PRESTRESSED CONCRETE POLES(FURNISH & INSTALL)(TYPE P-II SERVICE POLE)	EA	\$	2,300.00		0 \$	2,500.00	\$	3,900.00
0639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	\$	2,000.00	\$ 1,000.0	0 \$	1,500.00	\$	2,500.00
0641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	\$	2,300.00	\$ 2,500.0	0 \$	2,500.00	\$	3,900.00
0641-2-16	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI	EA	\$	8,900.00		0 \$	12,500.00	\$	4,900.00
0641-2-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII	ĒΑ	\$	9,600.00	\$ 7,000.0	0   \$	14,000.00	\$	6,900.00
0646-1-11	ALUMINUM SIGNALS POLE, F&I, PEDESTAL	EA	\$	2,000.00	\$ 2,000.0	0 \$	3,500.00	\$	3,000.00
0646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	s	1,200.00	\$ 1,500.0	0 \$	1,500.00	\$	3,000.00
0646-1-60	ALUMINUM SIGNALS POLE, REMOVE	ĒΑ	\$	300.00	S 100.0	0 \$	500.00	\$	50.00
647-11-01C	MAST ARM COMBINATION STANDARD-INSTALLATION ONLY(CONTRACTOR FURNISHES FOUNDATION, CUTS AND ADJUST ARMS TO FIT, FURNISH ARM CAPS AND OTHER INCIDENTALS)	EA	s	20,000.00		0 s	35,000.00	s	35,000,00
647-11-32(1)	MAST ARM COMBINATION STANDARD (32' ARM)(DS-12)	ĒΑ	S	24,500.00			50,000.00	_	65,000,00
647-11-38	MAST ARM COMBINATION STANDARD (38' ARM) (DS-15)	AS.	Š	26,600.00			55,000.00	_	85,000.00
647-11-36 647-11-34A	MAST ARM COMBINATION (STD, TYPE DS-13)	AS.	- <del>  š</del> -	27,000.00			53,000.00		84,000.00
647-11-36A	MAST ARM COMBINATIONS, (STD. TYPE DS-14)	AS.	\$	28,000.00			53,500.00		84,000.00
647-11-40A	MAST ARM COMBINATION STANDARD ((40' ARM) (DS-16)	AS.	\$	29,000.00			55,500.00		86,000,00
647-11-42A	MAST ARM COMBINATION STANDARD (42' ARM) (DS-17)	AS,	Š	29,700.00		_	56,000.00		86,000.00
647-11-44A	MAST ARM COMBINATION STANDARD (44' ARM) (DS-18)	AS.	<del>-   š</del>	30,500.00			57,000.00		86,000.00
647-11-48A	MAST ARM COMBINATION STANDARD (48' Arm) (DS-20)	AS.	\$	31,000.00		_	58,000.00		89,000.00
0649-31-101	STEEL MAST ARM,F&I, WIND SPEED-150,SINGLE ARM, W/O LUMINAIRE- 36	EA	s	59,000.00	\$ 65,000.0	0 \$	60,000.00	\$	65,000.00
0649-31-102	MAST ARM, F&I, WIND SPEED-150, SINGLE ARM, W/O LUMINAIRE-46	EA	\$	59,500,00	\$ 75,000.0	0 \$	70,000.00	\$	84,000,00
0649-31-103	MAST ARM, F&I, WIND SPEED-150, SINGLE ARM, W/O LUMINAIRE-60	EA	\$	65,000.00			75,000.00	\$	89,000.00
0649- 31-111	MAST ARM, F&I, WIND SPEED-150, DOUBLE ARM, W/O LUMINAIRE, 36-46	EA	\$	62,000,00	\$ 130,000.0	0 \$	85,000.00	\$	84,000.00
0649- 31-115	MAST ARM, F&I, WIND SPEED-150, DOUBLE ARM, W/O LUMINAIRE, 46- 60	EA	\$	39,000.00	\$ 135,000.0	0 \$	86,000.00	\$	160,000.00
0849- 31-116	MAST ARM,F&I, WIND SPEED-150,DOUBLE ARM,W/0 LUMINAIRE, 46- 70.5	EA	\$	44,100.00	\$ 140,000.0	0 \$	95,000.00	s	160,000.00
0649- 36-300	MAST ARM, REMOVE SHALLOW FOUNDATION, BOLT ON ATTACHMENT	EA	\$	2,800.00	\$ 1,500.0	0 \$	3,500.00	\$	6,000.00
0650- 1- 14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS.	\$	2,000.00	\$ 1,800.0	0 \$	1,800.00	\$	2,100.00
0650- 1- 16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS.	\$	2,100.00		0 5	2,000.00	\$	2,600.00
0650- 1- 19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS.	s	2,500.00	\$ 2,500.0	0 \$	2,200.00	\$	3,000.00
0650- 1- 24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	AS.	\$	1,800.00	\$ 2,000.0	0 \$	1,700.00	\$	2,100.00
0650-1-44	TRAFFIC SIGNAL, FURNISH & INSTALL PROGRAMABLE, 3 SECTION, 1	AS.	\$	7,000.00			8,000.00		14,000.00
0650- 1- 60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS.	\$	280.00	\$ 150.0	0 \$	200.00	\$	80.00
0650- 1- 70	TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	AS.	s	900,00	\$ 350,0	0 \$	700.00	\$	1,200,00
0650-51-313	TRAFFIC SIGNAL, F&I (3 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	s	2,000,00		0 \$	1,800,00	\$	2,100.00
0650-51-413	TRAFFIC SIGNAL, F&I (4 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	s	2,100.00	•		2,000.00		2,600.00

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0650-51-513	TRAFFIC SIGNAL, F&I (5 SECTION, 1 WAY) (COMPLETE WITH HORIZONTAL MOUNTING BRACKETS AND LAMPS)(LED)	AS	\$	2,500.00					3,000.00
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS.	\$	1,800.00					1,400.00
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS.	\$	2,500.00	\$ 2,500.00	) [\$	2,000.00	4	2,600.00
0653- 1- 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS.	s	400.00		s			80.00
0653-191	PEDESTRIAN SIGNAL, ONE WAY (LED COUNTDOWN)	AS.	\$	1,800.00	\$ 1,800.00	) \$	1,100.00	\$	1,400.00
654-001-013	RECTANGULAR RAPID FLASHING BEACON FURNISHED AND INSTALL	EA	\$	13,000.00				\$	18,100.00
	IN ROADWAY LIGHT ASSEMBLY,IRLA, REPAIR	Cost of part	\$	62,000.00		) \$			2,500.00
	SPEED FEEDBACK SIGN, REPAIR	Cost of part	\$	4,500.00					2,500.00
659-112	SIGNAL HEAD AUXILARIES (MOUNTING BRACKET, 2 WAY)	EA	\$	600.00					2,000.00
0660- 1-101	LOOP DETECTOR INDUCTIVE, F&I, TYPE 1	EA	\$	200.00		) \$			800.00
0660- 1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	EA	\$	290.00	\$ 200.00	3	225.00	\$	900.00
0660- 1-109	LOOP VEHICLE DETECTOR AMPLIFIER (RELAY OUTPUT-RACK MOUNTED TYPE 170 CABINET)	EA	s	300.00	\$ 200.00	s s	500.00	\$	800.00
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	\$	220.00	\$ 250.00	3	300.00	\$	800.00
660-2-101	LOOP ASSEMBLY	AS	\$	1,500.00	\$ 1,200.00	) \$	1,800,00	\$	2,500.00
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS.	\$	1,300.00	\$ 1,200.00	)   \$	600.00	\$	2,500.00
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS.	\$	1,500.00	\$ 1,600.00	) \$	1,900.00	\$	2,500.00
0660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	EA	\$	10,000.00	\$ 11,000.00	<b>s</b>	7,500.00	\$	8,500.00
0660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	\$	9,000.00	\$ 11,500.00	<b>5</b> \$	11,000.00	\$	20,000.00
0660- 4- 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	s	6,000.00	\$ 10,000.0	o s	20,000.00	\$	20,000.00
0660- 4- 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	s	4,200.00	\$ 3,500.00	5 \$	7,500.00	\$	8,500.00
0660- 4- 4A	LOOP LEAD IN CABLE (NO.14 A.W.G)	EA	\$	7.00	\$ 10.00	0 8	5.00	\$	8.00
0660- 4- 42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	\$	3,000.00	\$ 2,000.00	o   \$	1,500.00	\$	4,400.00
0660-5-11	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, CABINET EQUIPMENT	EA	\$	9,000.00	\$ 12,000.0	o \$	3,500,00	\$	9,800.00
0660-5-12	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	s	7,000.00	\$ 12,000.0	\$	10,000.00	\$	6,100.00
0660-5-13	VEHICLE DETECTION SYSTEM- WIRELESS MAGNETOMETER, FURNISH & INSTALL, IN-ROAD ELECTRONICS	EA	\$	8,500.00	•	_		_	8,500.00
0665- 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	\$	300.00					600.00
0665- 1- 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	\$	4,200.00					3,400.00
0665- 1- 40	PEDESTRIAN DETECTOR, RELOCATE	EA	\$	100.00					600,00
0665- 1- 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	<u> </u>	50.00				,	1,000.00
0670- 4-1	FLASHING BEACON CONTROLLER ASSEMBLY	AS	ş	6,200.00					8,500.00
0670- 5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS.	\$	29,000.00					54,000.00
0670- 5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS.	\$_	32,000.00					54,000.00
0670- 5-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS.	\$	5,300.00	\$ 5,000.0	0   \$	5,000.00	\$	14,000.00
0670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS.	s	1,900.00	\$ 750.0	0 \$	500.00	\$	2,500.00

672-1-3	INSTALL TRAFFIC CONTROLLER ASSEMBLY-(BUILD-UP CONTROLLER & COMPONENTS FURNISHED BY COUNTY, CONTRACTOR TO CONSTRUCT FOUNDATION, INSTALL AND WIRE CONTROLLER AND COMPONENTS FOR A COMPLETE INSTALLATION)	AS	s	6,500.00	s	15,000.00	s	4,500.00	\$	20,000.00
672-1-4	MODIFICATION OF EXISTING TRAFFIC CONTROLLER ASSEMBLY TYPE 170 or 2070LX (COMPONENTS FURNISHED BY COUNTY. CONTRACTOR TO INSTALL, REMOVE OR RE-PLACE COMPONENTS AND/OR MODIFY PHASING AND/OR OTHER OPERATION)	AS	\$	5,300.00	\$	5,000.00	s	3,500.00	\$	14,000.00
0676-110-110A	CONTROLLER CABINET-POLE MOUNTED	EA	\$	2,000.00	\$	5,000.00	\$	8,000,00	\$	14,000.00
0678-1-109	CONTROLLER ACCESSORIES, REPLACE EXISTING- FURNISH AND INSTAL, TYPE 3 TIME SWITCH	EA	\$	1,600.00	\$	2,500.00	\$	3,000.00	\$	9,500.00
0678-1-113C	SOLAR PAGER PROGRAMABLE TIME SWITCH	EA	\$	1,500.00	\$	5,000.00	\$	2,500.00	\$	9,500.00
0684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	S	4,000.00	\$	8,000.00	S	5,000.00	\$	8,500.00
0685-163	AUDIBLE-TACTIEL PEDESTRIAN SYSTEM (FURNISHED AND INSTALL)- INCLUDES ALL ELECTRONIC EQUIPMENT, MOUNTING HARDWARE, POWER SUPPLIES, PUSH BUTTONS, AND SIGN FACES WHICH ARE DESIGNED TO BOTH A RAISED VIBRATING TACTILE ARROW AONG WITH A VARIETY OF AUDIBLE SOUNDS FOR DIFFERENT TRAFFIC SIGNAL FUNCTIONS)(THE SYSTEM SHALL CONSIST OF A CONTROL UNIT AND PEDESTRIAN PUSHBUTTON UNIT AS DESCRIBED IN THE TECHNICAL SPECIAL PROVISIONS)	AS	s	15,000.00	s	3,500.00	\$	15,000.00	\$	11,000.00
0685-165	SOLAR ENGINE (INCLUDES ELECTRONICS,BATTERIES & SOLAR PANELS), DUAL LED SIGNAL INCLUDING, HOUSING AND MOUNTING HARDWARE	AS	No Bid	ı	\$	5,000.00	s	10,000.00	No E	3id
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EA	\$	280.00	\$	250.00	\$	400.00	\$	80.00
690-20	REMOVE PEDESTRIAN SIGNAL HEAD ASSEMBLY	EA	\$	100,00	\$	250.00	\$	150.00	\$	80.00
690-31	REMOVE SIGNAL PEDESTAL	EA	\$	480.00	\$	250.00	\$	500.00	\$	80.00
690-32-2	POLE REMOVAL(SHALLOW)(BOLT ON ATTACHMENT)	EA	S	3,400.00		1,000.00	\$	2,500.00	\$	6,400.00
690-33-1	POLE REMOVAL (DEEP)(DIRECT BURIAL)	EA	\$	1,800.00		1,000.00	\$	5,000.00	\$	8,000.00
690-40	REMOVE MAST ARM ASSEMBLY	EA	\$	3,000.00		1,500.00	\$	2,400.00	\$	4,000.00
690-50	REMOVE CONTROLLER ASSEMBLY	ÉA	\$	1,200.00	S	1,000.00	\$	400.00	\$	2,800.00
690-51	REMOVE CONTROLLER FOUNDATION-INCLUDES PROPER DISPOSAL, AND GRADING OF AREA IF REQUIERED	EA	\$	920.00	\$	1,000.00	\$	750.00	\$	10,000.00
690-100	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	PI	\$	870.00	\$	500.00	\$	500.00	\$	2,000.00
690-110	RELOCATE SIGNAL HEAD ASSEMBLY-(SINGLE OR MULTIPLE SECTION, SPAN WIRE OR MAST ARM MOUNTED)(PROVIDE NEW ASTRO BRACKET)	EA	\$	720.00	\$	350.00	\$	1,000.00	\$	2,000.00
690-200	PULL BOX REMOVAL	EA	\$	200.00	\$	100.00	\$	500,00	\$	800,00
690-70A	REMOVE PEDESTRIAN DETECTOR ASSEMBLY (INCLUDES PUSH BUTTON SIGN)	EA	s	80.00	\$	100.00	\$	50.00	\$	100.00
699-1-1A	INTERNALLY ILLUNINATED STREET SIGN NAME (LED), (INCLUDING MOUNTY BRACKET)	AS	\$	3,500.00	\$	3,500.00	\$	3,800.00	\$	4,250.00
0700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	s	3,500.00		4,000.00		3,800.00	_	8,200.00
0700- 5- 50	INTERNALLY ILLUMINATED SIGN, RELOCATE	EA	\$	1,000.00		1,500.00		1,500.00		2,000.00
0700- 5- 60	INTERNALLY ILLUMINATED SIGN, REMOVE	EA	\$	300,00	\$	500,00	\$	400.00	\$	800.00
0700- 11-391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	AS.	s	8,000.00	s	10,000.00	\$	10,000.00	\$	26,000.00

0700- 12- 12	SIGN BEACON, F&I GROUND MOUNT- AC POWERED, TWO BEACONS	AS.	\$	7,000.00	\$ 8,000.00	\$ 12,000.	00 \$	11,000,00
0700- 12- 32	SIGN BEACON, F&I OVERHEAD MOUNT, TWO BEACONS	AS.	\$	10,000.00	\$ 6,000.00	\$ 10,000.	00 \$	11,000.00
0705- 10- 1	OBJECT MARKER, TYPE 1	EA	\$	2,500.00	\$ 500.00	\$ 400.	00 \$	370.00
0706- 3-	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	\$	8.00	\$ 10.00	6.	00 \$	370.00
0706-1-12	RETRO-REFLECTIVE PAVEMENT MARKERS (CLASS B, MONO OR BI- DIRECTIONAL, ALL COLORS)	EA	s	10.00	\$ 10.00	\$ 6.	00 \$	14.00
0706-47	RELOCATE SIGN (SINGLE POST, INCLUDES BASE POST AND FOOTING)	AS	s	1,000.00	\$ 600.00	\$ 700.	00 \$	1,600.00
0711- 11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LÉ	\$	2.00	\$ 4.00	1.	50 \$	8.00
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	\$	3.50	\$ 4.50	\$ 3.	00 \$	14,00
0711- 11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	\$	4.50	\$ 5,00	S 4.	50   \$	28,00
0711- 11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	\$	5.00	\$ 6.00	\$ 6.	00 \$	36.00
0711- 11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	s	5,000.00	\$ 6,000.00	\$ 2,335.	00 \$	990.00
0711- 11-151	THERMOPLASTIC WHITE DOTTED/GUIDELINE (6")	LF	S	3.00			50 \$	
0711- 11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	\$	250.00			00 \$	900.00
0711- 11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	\$	200.00	\$ 200.00	) \$ 165.	00 \$	490.00
0711-11-221	THERMOPLASTIC, YELLOW, SOLID, (6")	LF	\$	3.00	\$ 4.00	) \$ 1.	50 \$	8.00
0711- 11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL, GROUND MOUNT- SOLAR POWERED, ELECTRONIC SPEED FEEDBACK SIGN, 12-20 SF	AS	\$	15,000.00	\$ - 20,000.00	\$ 15,000.	00 \$	24,000.00
0711- 11-241	THERMOPLASTIC, YELLOW, SKIP, (6")	LF	\$	8.00	\$ 3,00	1.	50 \$	8.00
0711- 11-251	THERMOPLASTIC, YELLOW, DOTTED/GUIDELINE, (6")	LF	\$	8.00	\$ 2.50	) \$ 1.	50 \$	8.00
0711- 14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	\$	850.00	\$ 600.00	675.	00   \$	900.00
0711- 14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	\$	600,00	\$ 600.00	675.	00 \$	490.00
0711- 15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	\$	8,000.00	\$ 10,000.00	\$ 66,667.	00 \$	8,000.00
0711- 15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6*,10-30 SKIP OR 3-9 LANE DROP	GM	\$	5,000.00	\$ 6,000.00	\$ 2,775.	00 \$	8,000.00
0711- 15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6°	GM	s	8,500.00			_	
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	\$	6,000.00				
0711- 16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	\$	6,000.00				
<u> 0711- 1</u> 7-	REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF	\$	8.00			75 \$	
0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS.	\$	800.00			00 \$	
0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS.	\$	1,300,00				
0700-20-40	SINGLE POST SIGN, RELOCATE	AS.	\$	600.00			00 \$	
0700-1-60	SINGLE POST SIGN, REMOVE	AS.	S	100.00			00 \$	
0700-2-15	MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF	AS.	\$	7,100.00				
700-20-11	SINGLE POST SIGN, F&I , UP TO 12 SF	AS	\$	8,00			00 \$	
0700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	\$	500.00			00 \$	
0700-3-102	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	ĒA	\$	800.00			00 \$	
0700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	\$	1,000.00			00 [\$	1,600.00
0700-3-204	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 31-50 SF	EA	\$	2,300.00	\$ 3,500.00			
0700-3-205	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 51-100 SF	EA	\$	3,800.00				
0700-3-206	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 101-200 SF	EA	\$	5,800.00				
0700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	ĒΑ	\$	300.00			00 \$	
0700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	\$	120.00	\$ 150.00	50.	00 \$	300.00

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0700-3-602	SIGN PANEL, REMOVE, 12-20 SF	EA	\$	190,00	\$ 150.00	\$ 100.00	\$ 300.00
0700-3-605	SIGN PANEL, REMOVE, 51-100 SF	EA	\$	500.00	\$ 650.00	\$ 500.00	\$ 2,000.00
0700-3-606	SIGN PANEL, REMOVE, 101-200 SF	EA	\$	700.00	\$ 2,000.00	\$ 1,200.00	\$ 2,000.00
0700-40-02	ROADSIDE SIGNS(DOUBLE POST)(12 THRU 25 SF)	AS	\$	4,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
0700-46-01	REMOVAL OF SIGN AND POST	AS	\$	200.00	\$ 250.00	\$ 175.00	\$ 600.00
0700-48-18	SIGN PANEL LESS THAN 15 SF	AS	\$	480.00	\$ 1,200.00	\$ 500.00	\$ 600.00
0700-48-28B	SIGN PANEL INSTALLATION, (MAST ARM, OR SPAN WIRE MOUNT. COUNTY FURNISH SIGN ONLY. CONTRACTOR FURNISHES ACCESSORIES, STRAPS, CABLES, BRACKETS, CONNECTORS, ETC.)	EA	\$	480.00	\$ 900.00	\$ 750.00	\$ 1,000.00
700-48-60B	REMOVAL OF SIGN PANEL	EA	\$	150.00	\$ 100.00	\$ 200.00	\$ 160.00
	BLINKER SIGN, FLASHING LEG SIGN	EA	\$	3,850.00	\$ 10,000.00	\$ 7,500.00	\$ 2,500.00
0700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	s	3,500.00	\$ 3,500.00	\$ 3,800.00	\$ 4,250.00

		G	roup 2-Time	and Material C	osts for Addi	tional Good	ls or Service	es not Specif	ied			151 1540		
			AGC Electric Inc.			AUM Construction Inc.			Horse	power Elec	tric, Inc.	R & D Electric, Inc.		
Item	Hourly Rate	Estimated Annual Service Hours	U/M	Unit Cost	Annual Service	Unit Cost		ual Service _Unit Cost)	Unit Cost		ual Service _Unit Cost)	Unit Cost		ual Service _Unit Cost)
1	Hourly Rate - Regular	50	Houny	\$45.00	\$ 2,250.00	\$ 100.00	\$	5,000.00	\$ 400.00	\$	20,000.00	\$ 300.00	\$	15,000.00
2	Hourly Rate - Non Regular	20	-Rothy	\$65.00	\$ 1,300.00	\$ 150.00	\$	3,000.00	\$ 500.00	\$	10,000.00	\$ 400.00	\$	8,000.00
3	Supplies & Materials	15	Hourly Rate	\$90.00	\$ 1,350.00	\$ 200.00	\$	3,000.00	\$ 600.00	\$	9,000.00	\$ 450.00	\$	6,750.00
		(A) Estimated Annual Cost	(B) % Mark-up	(C) Cost of % Mark-up (A x B = C)	(D) Net Annual Cost (A + C = D)	% Mark-	Mark-up	(D) Net Annual Cost (A + C = D)	% Mark-	Mark-up	(D) Net Annual Cost (A + C = D)	% Mark-	Mark-up	(D) Net Annual Cost (A + C = D)
4	Cost of Materials	\$25,000	12%	\$3,000	\$28,000.00	20%	\$5,000.00	\$30,000.00	20%	\$5,000.00	\$30,000.00	10%	\$2,500.00	\$27,500.00
				GRAND TOTAL	\$32,900.00	GRA	AND TOTAL	\$41,000.00	GR.	AND TOTAL	\$69,000.00	GR	AND TOTAL	\$57,250.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Ke 59	pucer yes Coverage Insurance 00 Hiatus Road					vvanda 1 or Ext): 954-724	-7000	FAX (A/C, No):	954-724	1-7024
Ta	marac FL 33321				ADDRES	s: wtorres@l	keyescovera	ge.com		
								DING COVERAGE		NAIC#
<u></u>					INSURER	A: Scottsdal	e Insurance	Company		
	JRED			16501			Inderwriters a			
	GC Electric, Inc. 60 W 79th Street				INSURER	c : Berkley N	/lanagement	Protection		
	aleah FL 33016				INSURER	D: FFVA Mu	itual Insurand	ce Co.		10385
					INSURER	E:				
1					INSURER					
CC	VERAGES CER	TIFI	CATE	NUMBER: 252547789				REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RESERTIFICATE MAY BE ISSUED OR MAY PEXCLUSIONS AND CONDITIONS OF SUCH	QUIRI RTAI	EMEN N, TH	IT, TERM OR CONDITION OF E INSURANCE AFFORDED I	F ANY CO BY THE P	NTRACT OR POLICIES DES	OTHER DOC	UMENT WITH RESPECT TO	O WHICH	t THIS
INSF		ADDL	SUBR	1			POLICY EXP	LIMIT	s	Activities and the second second
LIK A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	CPS7873678		10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 1,000,0	200
``		1						DAMAGE TO RENTED		
	CLAIMS-MADE X OCCUR					and the second s		PREMISES (Ea occurrence)	\$ 100,00	<u> </u>
								MED EXP (Any one person)	\$ 5,000	
						Ì		PERSONAL & ADV INJURY	\$ 1,000,0	000
1	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,0	000
	X POLICY PRO-					ĺ		PRODUCTS - COMP/OP AGG	\$ 2,000,0	000
	OTHER:								\$	
1	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ı	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
1	HIRED AUTOS NON-OWNED AUTOS					-		PROPERTY DAMAGE (Per accident)	\$	
1								<u>,</u>	s	
A	X UMBRELLA LIAB X OCCUR			CXS4010160		10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 5,000,0	000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000,0	
	DED RETENTION\$	1							s	
<u></u>	WORKERS COMPENSATION		Y	WC840-0796513-2023A		10/1/2023	10/1/2024	X PER OTH-	•	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	J			1			E.L. EACH ACCIDENT	\$ 1,000,0	200
	OFFICER/MEMBER EXCLUDED?	N/A				ļ				
1	If yes, describe under DESCRIPTION OF OPERATIONS below	Ì			1	1		E.L. DISEASE - EA EMPLOYEE		
B	Professional Liability		-	B0621PAGCE000523		10/1/2023	10/1/2024	E.L. DISEASE - POLICY LIMIT	\$ 1,000,0 1,000,0	
č	Crime			BMP-1013360-00		6/1/2023	10/1/2024	Limit	500,00	
Th No	ECRIPTION OF OPERATIONS / LOCATIONS / VEHIC e City of Fort Lauderdale and the City's in-Contributory basis when required by v impensation when required by written co	office vritte	rs, er n cont	nployees, and volunteers a tract. Waiver of Subrogatio	re Additi	onal Insured:	s with respec	ts to General Liability on		
CF	RTIFICATE HOLDER				CANC	FI LATION 3	30 day cance	llation/ 10 day non-pay		
	City of Fort Lauderdale 401 SE 21st Street, Fort Lauderdale FL				SHOL THE E ACCO	JLD ANY OF T EXPIRATION D DRDANCE WIT	THE ABOVE DO DATE THEREO TH THE POLIC	ESCRIBED POLICIES BE C. DF, NOTICE WILL BE DELIV Y PROVISIONS.		
	United States.33316				AUTHOR	IZED REPRESEN	NTATIVE D	<del>.</del>		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	tucate does not comer rights to	<del></del>			CONTAC NAME:	T Ashley Piz	770		
<sub>PRODUCER</sub> State Fal	797 Dob Simon				NAME: PHONE (A/C. No.	Frn. 954-752		(A/C, No):	
Juici ai	*****			1	E-MAIL	ochlov siz		tatefarm.com	
	9779 W. Sample Road	nee			ADDRES:			DING COVERAGE	NAIC#
	Coral Springs Florida 33	いちつ						mobile Insurance Company	25178
							m William Alili	mobile madrance company	
INSURED					INSURER	<u> </u>			
	AGC ELECTRIC, INC				INSURER				<del></del>
	2660 W 79th Street				INSURE	<u> </u>			
	Hialeah, FL. 33016				INSUREE	RE:			
					INSURE	RF:			
COVERA	GES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:	DOLICY DEDIOD
INDICAT	TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY RE ICATE MAY BE ISSUED OR MAY SIONS AND CONDITIONS OF SUCH	QUIR	EMEI AIN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	THE POLICIE	S DESCRIBEI PAID CLAIMS.		
INSR:	TYPE OF INSURANCE	ADD	SUB	POLICY NUMBER	Ì	POLICY HEE	POLICY EXP (MIM/DD/YYYY)	LIMITS	
LTR	COMMERCIAL GENERAL LIABILITY	меня						EACH OCCURRENCE S	
<del>     </del>					1		ſ	DAMAGE TO RENTED PREMISES (Ea cocurrence) \$	
	CLAIMS-MADE OCCUR						-	MED EXP (Any one person) \$	
					ĺ			PERSONAL & ADV INJURY S	
. لـــــا		ľ			ļ			GENERAL AGGREGATE \$	
GEN	L AGGREGATE LIMIT APPLIES PER				Į.		ļ	PRODUCTS - COMPIOP AGG \$	
	POLICY JECT LOC		1					8	
	OTHER.							COMBINED SINGLE LIMIT	1,000,000
AUTO	OMOBILE LIABILITY							(PH SCULES IA)	. (
	ANY AUTO	i		J29 9753-D01-59		04/01/2024	04/01/2025		
	OWNED SCHEDULED AUTOS AUTOS	X	X				!	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
	AUTOS ONLY NON-OWNED AUTOS ONLY	l	1					(Per accident) 3	
		L	<u> </u>					\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE					l		AGGREGATE S	
	DED RETENTION 5		1					S PER OTH-	
WOF	RKERS COMPENSATION	$\Box$				İ	į	PER STATUTE SER 3	
ANY	PROPRIETORIPARTNER/EXECUTIVE		1			l .		E.L. EACH ACCIDENT \$	
	CERMEMBER EXCLUDED?	NIA	`Ì			1		ELL DISEASE - EA EMPLOYEE S	
if ve	s, describe under CRIPTION OF OPERATIONS below	1						E.L. DISSASE - POLICY LIMIT S	
UES	CRIPTION OF OPENATIONS BEING	1							
		1				1			
1									
The City Organiz perform officers,	ION OF OPERATIONS / LOCATIONS / VEHI / & its officers, employees, and vol- ation Endorsement or similar endo- ed by or on behalf of the Contractor, employees, and volunteers. 30 d dditional Insured on all liab. policie ce coverage shall be primary insur	untee rsem or. Th ay no	ers ar ent p e cov tice (	e to be covered as addition roviding equal or broader verage shall contain no sport cancellation; ten (10) day acception of Workers'Contains of Wo	nal insur Addition ecial limi ys' notic	reds with a Co al Insured Co liation on the e if cancellationessional Lia	G 20 26 04 13 overage with rescope of protein is for nongulative and/or E	3 Additional Insured – Design espect to liability arising out of ection afforded to the City or payment of premium. The City Errors and Omissions. The Co	the City's shall be named ontractor's
CEPTI	FICATE HOLDER				CAN	CELLATION	1		A
JEKIII	City of Fort Lauderdale		-		I TH	F FYPIRATIO	ON DATE T	DESCRIBED POLICIES BE CA HEREOF, NOTICE WILL BE ICY PROVISIONS.	NCELLED BEFORE E DELIVERED IN
1	401 SE 21st Street				AUTH	ORIZED REPRE	SENTATIVE		
	Fort Lauderdale, FL 33316						Ash	luffor	
<u> </u>						© 1	988-2015 A	CORD CORPORATION. A	Il rights reserved

		AGE	NCY CUSTOMER ID:		
CORD	ADDITIO	ONAL REM	ARKS SCHE		Page of
ENCY			NAMED INSURED		
b Simon			AGC ELECTRIC, I		
ICY NUMBER			2660 W 79th Stree		
9 9753-D01-59		NAIC CODE	Hialeah, FL. 33016		
RRIER Ite Farm Mutual Automob	ile Incurance Company	25178	EFFECTIVE DATE:	04/01/2024	
DITIONAL REMARKS		1			
	ARKS FORM IS A SCHEDULE	TO ACORD FORM			
			,		
intained by the City co	vering the City, the City's officer	rs. employees, or vo	lunteers shall be non-c	ontributory.	
				,	