

**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH METRO EXPRESS FOR CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF STREETS AND PARKING LOTS, AND LANE DELINEATORS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Miami Beach conducted a competitive bidding process for the procurement of *concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete, striping of city streets and parking lots, and lane delineators* and awarded a bid to *Metro Express*; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with *Metro Express* for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of Streets and Parking Lots, and Lane Delineators;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between the City of Miami Beach and Metro Express (ITB No. 2023-422-DF), and enter into an agreement with Metro Express for to provide concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete, striping of streets and parking lots, and lane delineators based on the terms and rates established in the original contract for in amount not to exceed \$500,000.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Joseph M. Corradino, Mayor

Attest:

\_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Mitchell Bierman  
Village Attorney




PINECREST  
MEMORANDUM

Office of the Village Manager

DATE: September 26, 2024

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing Contract with Metro Express for  
Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of  
Asphalt Concrete, Striping of Streets and Parking Lots, and Lane Delineators

---

Attached for your consideration please find a resolution authorizing the Village Manager to execute a piggy-back contract with Metro Express to provide concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete, striping of streets and parking lots, and lane delineators based on the terms and rates established in the original contract for an amount not to exceed \$500,000.

The original contract was entered into by the City of Miami Beach, Florida on October 18, 2023 following a competitive bidding process in accordance with Florida Statutes and in compliance with Pinecrest Procurement Policy.

In comparing the rates provided in the Miami Beach contract with the rates in the current contract which piggy-backs off a Miami Lakes contract, staff was able to identify an opportunity for savings. If approved, the new piggy-back contract will provide the aforementioned services as needed, provided the necessary funds are available in the approved annual budget.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute a piggy-back contract with Metro Express for an amount not-to-exceed \$500,000.

/yg

# MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DEPARTMENT  
Tel: 305-673-7490, Fax: 786-394-4235

SENT VIA E-MAIL TO: [ef600@yahoo.com](mailto:ef600@yahoo.com)

October 31, 2023

Ernesto Feliciano  
Metro Express, Inc.  
9390 NW 109 Street  
Medley, Florida 33178  
Phone: 786-383-7674

**RE: NOTICE OF AWARD OF CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2023-422-DF FOR CONCRETE CURBING/ SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS**


Dear Mr. Feliciano:

On September 12, 2023, Metro Express, Inc. (the "Contractor"), submitted to the City of Miami Beach, Florida (the "City") a bid in response to the above-referenced ITB. The ITB stipulates, pursuant to Section 0100, Sub-Section 16, Binding Contract, that the award of the ITB shall constitute a binding Contract between the City and the awarded bidder.

Accordingly, this letter shall serve as official notice from the City that the Mayor and Commission, at its October 18, 2023, meeting, approved the City Manager's recommendation pursuant to the ITB to award a push button contract to Metro Express, Inc. for concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete, striping of city streets and parking lots, and lane delineators. It is important to note that no services may be performed until such time as insurance has been received pursuant to the ITB.

If you have any questions regarding this notification of award letter, you may contact Valerie Velez, Contract Analyst, Procurement Department, at [valerievelez@miamibeachfl.gov](mailto:valerievelez@miamibeachfl.gov) or at 305-673-7490. Otherwise, all other questions should be addressed to the Contract Manager for this contract, Matthew LaPera, Construction Manager, Public Works Engineering, at [matthewlepera@miamibeachfl.gov](mailto:matthewlepera@miamibeachfl.gov) or at 305-673-7000 ext. 26828.

Sincerely,

Alex Denis   
Chief Procurement Officer

KB  ME 

# ITB 2023-422-DF Tabulation

Item	Description	U / M	All Construction & Plumbing Inc	Metro Express Inc	Team Contracting Inc
			Unit Cost	Unit Cost	Unit Cost
<b>CONCRETE CURBING/SIDEWALK CONSTRUCTION</b>					
1	Remove and Replace 4" Concrete Sidewalk	SF	\$ 17.00	\$ 5.50	\$ 7.10
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 21.00	\$ 7.00	\$ 7.30
3	Construct 4" Concrete Sidewalk	SF	\$ 12.00	\$ 5.50	\$ 7.10
4	Remove and Replace 6" Concrete Sidewalk	SF	\$ 18.00	\$ 6.00	\$ 7.30
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 19.00	\$ 7.75	\$ 7.50
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$ 50.00	\$ 30.00	\$ 30.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$ 60.00	\$ 35.00	\$ 35.00
8	Remove and Replace 6" Concrete Curb	LF	\$ 40.00	\$ 30.00	\$ 20.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00	\$ 30.00	\$ 22.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 60.00	\$ 35.00	\$ 25.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00	\$ 30.00	\$ 20.00
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$ 650.00	\$ 325.00	\$ 300.00
13	Surface Applied ADA Mats Yellow/Gray	EA	\$ 650.00	\$ 325.00	\$ 250.00
14	Construct 4" Concrete Sidewalk	SF	\$ 12.00	\$ 5.50	\$ 7.10
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 16.00	\$ 7.00	\$ 7.30
16	Construct 6" Concrete Sidewalk	SF	\$ 14.00	\$ 6.00	\$ 7.30
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 16.00	\$ 7.75	\$ 7.50
18	Construct 18" Concrete Curb & Gutter	LF	\$ 40.00	\$ 30.00	\$ 24.00
19	Construct 24" Concrete Curb & Gutter	LF	\$ 45.00	\$ 30.00	\$ 26.00
20	Construct 30" Concrete Curb & Gutter	LF	\$ 50.00	\$ 30.00	\$ 28.00
21	Construct 6" Concrete Curb	LF	\$ 30.00	\$ 30.00	\$ 20.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$ 10.00	\$ 10.00	\$ 0.80
24	Addition of Miami Beach Red Coloring Mixture	CY	\$ 10.00	\$ 50.00	\$ 60.00
25	Pavement Restoration	SF	\$ 5.00	\$ 10.00	\$ 4.00
26	Furnish and Install New Pavers	SF	\$ 12.00	\$ 15.00	\$ 10.00
27	Remove and Reset Existing Pavers	SF	\$ 15.00	\$ 10.00	\$ 10.00
28	Remove and Replace Existing Pavers	SF	\$ 18.00	\$ 15.00	\$ 13.00
29	Remove Existing Pavers	SF	\$ 5.00	\$ 4.00	\$ 2.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section §70	SF	\$ 8.00	\$ 1.00	\$ 2.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$ 30.00	\$ 5.00	\$ 25.00
32	Furnish and Install 1" Meter Box	EA	\$ 2,500.00	\$ 250.00	\$ 950.00
33	Furnish and Install 1.5" Meter Box	EA	\$ 3,000.00	\$ 275.00	\$ 1,000.00
34	Furnish and Install 2" Meter Box	EA	\$ 3,500.00	\$ 350.00	\$ 1,050.00
35	Furnish and Install 3" Meter Box	EA	\$ 4,500.00	\$ 400.00	\$ 1,200.00
36	Furnish and Install Sewer Clean Out Box	EA	\$ 1,500.00	\$ 300.00	\$ 500.00
37	Furnish and Install Electrical/Street Lighting Lighting Box	EA	\$ 1,500.00	\$ 350.00	\$ 500.00
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$ 800.00	\$ 25.00	\$ 100.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$ 850.00	\$ 10.00	\$ 50.00
40	Remove and Re-Install hand-Rails	LF	\$ 1,200.00	\$ 50.00	\$ 500.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	LF	\$ 2,500.00	\$ 150.00	\$ 800.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$ 160.00	\$ 200.00	\$ 170.00
43	Remove and Reset Existing Fences	LF	\$ 30.00	\$ 70.00	\$ 200.00







LANE DELINEATORS

119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA

No Bid
No Bid

\$	130.00
\$	130.00

No Bid
No Bid



Invitation to Bid (ITB)  
2023-422-DF

Concrete Curbing/Sidewalk Construction, Milling and  
Resurfacing of Asphalt Concrete, Striping of City Streets  
and Parking Lots, and Lane Delineators

---

**TABLE OF CONTENTS**

**SOLICITATION SECTIONS:**

0100 INSTRUCTIONS TO BIDDERS .....

0200 GENERAL TERMS AND CONDITIONS .....

0300 BID SUBMITTAL INSTRUCTIONS & FORMAT.....

**APPENDICES:**

APPENDIX A MINIMUM REQUIREMENTS, SPECIFICATIONS, AND SPECIAL CONDITIONS

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) ([www.periscopeholdings.com](http://www.periscopeholdings.com) or [www.bidsync.com](http://www.bidsync.com)) 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 City is seeking to establish a push-button contract (Please refer to Appendix A, Section C2.1. Roadmaps for an explanation of the push-button process), by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified herein, in Appendix A. Bidders are not required to provide bid line item pricing for all line items found in Appendix B – Cost Proposal Form to be considered for award.

The previous Invitation to Bid (ITB) 2018-033-ND has exhausted all contractual renewal options and is set to expire on November 07, 2023. The average annual expenditure for the services is \$3,300,000.00.

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

ITB Issued	August 16, 2023
Pre-Bid Meeting	August 25, 2023 at 10:00 am ET <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> Meeting ID: 294 174 860 443 Passcode: xMGNm6 <a href="#">Download Teams</a>   <a href="#">Join on the web</a>  <b>Or call in (audio only)</b> Phone Number: 786-636-1480 Phone Conference ID: 264 286 537, then #
Deadline for Receipt of Questions	August 30, 2023 at 5:00 pm ET

Responses Due	<p>September 11, 2023 at 3:00 pm ET</p> <p><b>Join on your computer, mobile app or room device</b></p> <p><a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 278 214 064 981  Passcode: QUMvZ9  <a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Or call in (audio only)</b></p> <p>Phone Number: 786-636-1480  Phone Conference ID: 202 803 827, then #</p>
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:** Danny Flores, Procurement Contracting Officer  
**Telephone:** 305-673-7000, Ext. 26652  
**Email:** [dannyflores@miamibeachfl.gov](mailto:dannyflores@miamibeachfl.gov)

Additionally, the City Clerk is to be copied on all communications via e-mail at: [RafaelGranado@miamibeachfl.gov](mailto: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.

**5. PRE-BID MEETING OR SITE VISIT(S).** 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, mobile app or room device**

[Click here to join the meeting](#)  
Meeting ID: 294 174 860 443  
Passcode: xMGNm6  
[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

Phone Number: 786-636-1480  
Phone Conference ID: 264 286 537, then #

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 *Periscope S2G*. Any prospective bidder 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 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 at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or 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](mailto: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 consideration. After considering the staff recommendation for award, the City Manager shall exercise his 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 BIDSINC).** 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 [www.bidsync.com/Miami-Beach](http://www.bidsync.com/Miami-Beach). 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 <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at [support@bidsync.com](mailto:support@bidsync.com) 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

(<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) 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 [vendorsupport@miamibeachfl.gov](mailto:vendorsupport@miamibeachfl.gov).

**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: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

**16. BINDING CONTRACT.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission, or as delegated by the City Commission. Said award shall constitute a binding Contract between the City and the awarded bidder(s). In case of default on the part of the successful bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance. The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**Balance of Page Intentionally Left Blank**

**SECTION 0200**

**GENERAL TERMS AND 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/>

**GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS.** By virtue of submitting a bid in response to this ITB, Bidder agrees that all work shall be bound by and in compliance with the General Conditions for Construction Contracts (dated 4/13/20), incorporated herein, located at:

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

**Balance of Page Intentionally Left Blank**

## **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 [S2G@periscopeholdings.com](mailto:S2G@periscopeholdings.com). 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.**

**2. NON-RESPONSIVENESS.** 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 (if applicable).

**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 BidSync.

**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.**

**Balance of Page Intentionally Left Blank**

# APPENDIX A

# MIAMI BEACH

---

## Minimum Requirements, Specifications, and Special Conditions

---

ITB 2023-422-DF  
Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing of  
Asphalt Concrete, Striping of City Streets  
and Parking Lots, and Lane Delineators

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

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

1. **FOR LINE ITEMS 1-61 Concrete Curbing/Sidewalk Construction and Milling and Resurfacing of Asphalt Concrete** Prospective Bidder (defined as the Firm) must be a State of Florida Certified or a Miami Dade County Licensed General Contractor.

**Required Submittals:** Submit license number.

2. **FOR LINE ITEMS 62-97 Striping of City Streets and Parking Lots** Prospective Bidder (defined as the Firm) must be a State of Florida Certified or a Miami Dade County Licensed General Contractor.

**Required Submittals:** Submit license number.

3. **FOR LINE ITEMS 98-118 Painting and Striping of Green Bicycle Lanes, Red-Transit Lanes, Other Colored Pavement, Standard Paint, and Special Markings** Prospective Bidder (defined as the Firm) or its principal(s) shall have completed or is completing at least three projects, within the last five years, consisting of painting and striping bicycle lanes, dedicated transit lanes, special color pavement, or other similar work on public right of way.

**Submittal Requirements:** For each project, each bidder shall provide the following: awarding agency, agency contacts, a brief description of the project, project cost(s), if the experience is that of a principal provide the name of the principal.

**C2. Statement of Work Required.**

The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, mobilization, demobilization, maintenance of traffic (MOT), permits, lane closure requests, supplies, equipment, materials, disposal of removed materials, services and incidentals necessary for concrete/curbing and sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of City streets and parking lots in accordance with the bid documents.

***CONTINUED ON NEXT PAGE***

**C2.1. 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:

Item Number	Description	Unit	Est. Qty.	ABC Company	XYZ Company	123 Company
				Unit Price	Unit Price	Unit Price
0102-74-	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	4	\$ 20.00	\$ 22.00	\$ 18.00
0110-4-2	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
Project award to XYZ Company			<b>TOTAL</b>	<b>\$320.00</b>	<b>\$280.00</b>	<b>\$352.00</b>

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. General Specifications and Special Provisions.**

**3.1 Control of the Work**

**3.1.1 Inspectors:** Inspectors employed by the City shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. An inspector may be stationed at the worksite to report to the Engineer as to the progress of the Work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract, and to call to the attention of the Contractor any such failure or other infringements. Such inspection, however, shall not relieve the Contractor from any obligation to perform all the Work strictly in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and the inspector as to material furnished or the manner of performing the Work, the inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer. The inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications, approve or accept any portion of work, nor issue instructions contrary to the

Plans and Specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Engineer in any way, nor releasing the Contractor from fulfillment of the terms of the Contract. Ordinarily one inspector will be employed by the City for each section of the Work under Contract; but if, on account of any apparent disregard of these Specifications, additional inspectors shall be required, they will be employed by the City at the rate of \$150.00 per diem each, and the cost of same charged to the Contractor and deducted from the final payment.

- 3.1.2 Inspection:** The Contractor shall provide the Engineer with for the information to ascertain whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract.

If the Engineer requests it, the Contractor shall at any time before final acceptance of the Work remove or uncover such portions of the finished Work as may be directed. After examination the Contractor shall restore said portions of the Work to the standard required by the Specifications.

Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

- 3.1.3 Failure to Remove and Renew Defective Materials and Work:** Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these Specifications within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or Work to be removed and renewed, or such repairs as may be necessary, to be made at the Contractor's expense. Any expense incurred by the City in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due to the Contractor; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and in an acceptable manner shall be sufficient cause for the City, at its option, to purchase materials, tools, and equipment and employ labor or contract with any other individual, firm, or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due or which may become due. Any work performed, as described in this paragraph, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

- 3.1.4 Final Inspection:** Whenever the Work provided and contemplated by the Contractor shall have been satisfactorily completed and the final cleaning up performed, the Engineer shall

within ten (10) days, unless otherwise provided, make the final inspection.

## **3.2 Control of Material**

**3.2.1 Source of Supply and Quality of Materials:** At the option of the Engineer the source of supply for each of the materials shall be approved by the Engineer before the delivery is started. Representative preliminary samples of the character and quality described shall be submitted by the Contractor or producer/manufacturer for examination and tested in accordance with the methods referred to under Samples and Tests, Section 1.4.2, below. Only materials conforming to the requirements of these Specifications and approved by the Engineer shall be used in the Work. All materials proposed to be used may be inspected or tested at any time during their preparation and use.

If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which after approval has in any way become unfit for use shall be used in the Work.

**3.2.2 Samples and Tests:** For the purpose of assisting his judgment, the Engineer may require any or all materials to be subject to test by means of samples or otherwise, as he may determine. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found in accordance with the requirements of the Specifications and are acceptable. The Contractor in all cases shall furnish and deliver the required samples without charge. Samples shall be furnished sufficiently in advance so that the results of the required tests may be secured prior to the incorporation of the material in the Work.

The manner of collecting and testing samples, as well as all apparatus and equipment used for this purpose, shall conform to the A.S.T.M. Current Standards or Tentative Standards, as the case may be, insofar as these are applicable-unless specifically stated otherwise.

**3.2.3 Storage of Materials:** Materials shall be stored so as to insure their preservation and quality and fitness for the Work, and shall be so located as to facilitate prompt inspection. Materials improperly stored may be rejected without testing.

**3.2.4 Defective Materials:** All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply with any order from the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or which may become due to the Contractor.

## **3.3 Legal Relations and Responsibility to the Public**

**3.3.1 Permits, Licenses, & Occupational Licenses:** The Contractor shall procure all permits and licenses as required. There will be no charge for the construction permits issued by the City of Miami Beach. The Contractor shall also give all notices necessary and incident to the due and lawful prosecution of the Work.

**3.3.2 Right of Way:** In cases where the Work is done on private property the City guarantees the Contractor the right-of-way for the construction of the Work, but the Contractor must take all precautions not to inconvenience the tenant or property owner any more than necessary. The right is reserved to omit any sections of the Work which depend upon a right-of-way grant in case such right-of-way is denied by the City.

The Contractor shall have no claims for damage due to delay by the City in furnishing necessary right-of-way, but should any such delay occur the Contractor shall be entitled to such extension of time for the completion of his Contract as may be determined by the City to be reasonable.

In case of damage to the Work on account of work so done, the Engineer may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Engineer shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

**3.3.3 Restoration of Surfaces Opened by Permit:** Any individual, firm, or corporation wishing to make an opening in the street must secure a permit from, and will be required to deposit security with, the Engineer, in a suitable amount to cover the cost of making the necessary repairs, and the Contractor shall not allow any person or persons to make an opening unless a duly authorized permit from the City is presented.

The right is reserved to lay in the street or to repair any sewer, drain, conduit, main, or service pipe or their accessories at any time before the completion of the Work. The Contractor is to exercise such supervision thereof as will protect him against defects in the finished Work.

In case of damage to the Work on account of work so done, the Engineer may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Engineer shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

**3.3.4 Sanitary Provisions:** Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of State and County Boards of Health. He shall commit no public nuisance.

**3.3.5 Public Convenience and Safety:** Contractor shall conduct the Work so as to insure the

least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the Work in a manner satisfactory to the Engineer. Materials and equipment stored at the worksite shall be done so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

- 3.3.6 Closing Streets:** Streets shall not be closed except when and where directed by the Engineer. Whenever the street is not closed, the Work must be conducted so that there shall at all times be a safe passageway for traffic.

Whenever it is necessary to divert traffic from any part of the Work, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

Suitable barricades, danger warnings, detour signs, light towers, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Engineer's office, the City's Neighborhood Affairs Department, and the Fire Department shall immediately be notified by telephone or otherwise upon the closing and/or opening of each street or section thereof.

- 3.3.7 Barricades, Warnings, and Detour Signs:** The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the Work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protection about the Work; provide all watchmen by day or night and take all other precautions that may be necessary; shall maintain proper guards and tower lights for the prevention of accidents upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the Work and public convenience and safety.

Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the Work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

### **3.3.8 Maintenance of Traffic**

**3.3.8.1** Work shall be conducted in such a manner that all streets shall be open to traffic at night, except as noted in 3.3.8.6. Approved and sufficient barricades, signs and lighting shall be maintained at all times during construction and for the safety of the public and traffic, and to insure that no traffic will pass over the placed material until the material is cured.

**3.3.8.2** Work areas must be barricaded by the Contractor 24 hours prior to commencement of the work.

**3.3.8.3** It will be the responsibility of the Contractor to provide all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be

responsible for providing an off duty police officer, if necessary to complete the job.

**3.3.8.4** The cost of law enforcement officers will be provided as a pass-through cost only.

**3.3.8.5** Contractor shall submit a temporary traffic control plan as part of the City's Right of Way permitting process, as required, and shall be signed and sealed by an FDOT Approved TTC Certified Technician. Plans shall be submitted to the city at least 14 days prior to the start of construction. MOT plans to comply with the City of Miami Beach Right Of Way Department Requirements.

**3.3.8.6** The City might require the contractor to work during night hours. The Contractor will be responsible for providing light towers and all barricades, signs, arrow boards, as required. No additional compensation will be paid to the Contractor for work during night hours. Work during night hours require approval and a noise waiver from the City of Miami Beach Right of Way Department.

**3.3.8.7** Contractor is to ensure each residences and businesses have a safe, stable, and reasonable access throughout the duration of the project.

**3.3.9 Fire Hydrants, Gutters, Etc.:** Fire hydrants on or adjacent to the Work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches will not be permitted.

**3.3.10 Use of Explosives:** The use of explosives will not be permitted without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department. Where such permission for the use of explosives is obtained the Contractor shall use the utmost care so as not to endanger life or property. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES," and shall be in the care of competent individual.

**3.3.11 Preservation of Property:** The Contractor shall preserve from danger all property along the line of Work, the removal or destruction of which is not called for by the Plans. This applies to public utilities, trees, lawns, buildings, fences, bridges, pavements, and other structures, monuments, pipe, underground structures, etc., and wherever such property is damaged due to the activities of the Contractor it shall be immediately restored to its original condition by the Contractor and at his own expense.

The Contractor shall give due notice to any department or public service corporation controlling manholes, valve jackets, meter boxes, street monuments, etc., prior to adjusting them to grade, and shall be held strictly liable to the City if any such appliances are covered up during the construction of the Work.

In such case of failure on the part of the Contractor to restore any such property, or make good any damage or injury thereto, the Engineer may, upon forty-eight hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract. Nothing in this clause shall prevent the Contractor from

receiving proper compensation for the removal or replacement of any public or private property when same is made necessary by alteration of grade or alignment, and such work is authorized by the Engineer, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

**3.3.12 Responsibility for Damage:** The Contractor shall indemnify and hold harmless the City, agents, and employees from all suits, actions, or claims of any character, name, and description brought for, or on account of, any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor, or by, or in consequence of, any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the improvement, or by, or on account of any act of omission, neglect, or misconduct of the said Contractor, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workmen's Compensation Law" or any other laws, by-laws, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the Engineer may be retained for the use of the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Engineer.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract and his bonds will not be released by final acceptance and payment by the City unless all such claims are paid or released.

**3.3.13 Contractor Responsibility for Work:** Until acceptance of the Work by the Department it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause whatsoever arising from the execution or from the non execution of the Work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance except such ordinary wear and tear as may be due to use on sections opened for service, as hereinafter provided.

**3.3.14 Opening of Section of Work for Service:** Whenever, in the opinion of the Engineer, any portion of the Work is in acceptable condition for use it shall be opened for service as may be directed and such opening shall not be held to be in any way an acceptance of the Work or any part of it or as a waiver of any provisions of these Specifications and Contract. Necessary repairs or renewals made on any section of the Work due to its being opened for use under instructions from the Engineer, to defective materials or work, or to natural causes other than ordinary wear and tear, pending completion and acceptance of the Work, shall be performed at the expense of the Contractor.

**3.3.15 No Waiver of Legal Rights:** The City reserves the right, should an error be discovered in the partial or final estimates, or should conclusive proofs of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the work and materials.

**3.3.16 Liabilities and Duties of Contractor Not Limited:** The mention of any specific duty or liability upon the Contractor in any part of the Specifications shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by the Specifications, said reference to any specific duty or liability being for purposes of explanation only. No waiver of any breach of the Contract shall constitute a waiver of any subsequent breach of any part thereof, nor of the Contract.

### **3.4 Prosecution and Progress**

**3.4.1 Subletting or Assigning Contracts:** The Contractor will not be permitted to sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein to any individual, firm, or corporation without the written consent of the City. In case such approval is given, the Contractor must file with the Engineer copies of all sub-contracts. No sub-contracts or transfer of Contract shall in any case release the Contractor of his liability under this Contract and Bond.

**3.4.2 Progress of Work:** It is understood and agreed that the Contractor shall commence work no later than the time limit for beginning as set forth in the attached Proposal, and shall provide an adequate force of labor and equipment to prosecute the Work at as many different points as may be deemed necessary by the Engineer so as to insure the completion of the same within the time limit for completion as set forth in the attached Proposal or Contract, except that where the Contractor has more than one uncompleted Contract with the City, he is not to commence another Contract nor place materials on the streets thereof without the consent of the Engineer.

**3.4.3 Limitations of Operations:** The work is to be confined, at any one time, to an area not to exceed 1,500 feet in length; and while the work is actually going on, as much as half this length may be barricaded to entirely exclude traffic, but not over half; nor will two consecutive street intersections be allowed to be entirely closed to exclude traffic except by written consent of the Engineer. Street traffic is not to be needlessly obstructed and no street is to be opened to traffic until the Engineer gives his consent. The Contractor may erect or maintain along the lines of his work such tool boxes, sheds, storehouses, or other buildings as may be necessary, provided such structures do not interfere with the reasonable use of the streets or sidewalks. The size, location, and construction of these must be subject to the approval of the Engineer.

The Contractor hereby agrees to arrange his work and dispose his materials so as not to interfere with the operations of other contractors engaged upon adjacent work and to join his work to that of others in a proper manner in accordance with the spirit of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other Contractors, all as may be directed by the Engineer.

Each Contractor shall be held responsible for any damage done by him or his agents to the work performed by another Contractor. Each Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

**3.4.4 Character of Workmen and Equipment:** The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly, or insubordinate such person shall, upon notice, be discharged from the Work and shall not again be employed on it except with written consent of the Engineer.

All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work, or in any trade, shall have had sufficient experience in such work to properly and satisfactorily perform it and to operate the equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in these Specifications. Otherwise the Engineer may take action as above prescribed.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment, or force for the proper prosecution of the Work, the Engineer may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with. The equipment used on any portion of the Work shall be such that no injury to the roadway, adjacent property, or other highways will result from its use; and no item of machinery or equipment, after once being placed on the Work, shall be removed without the consent of the Engineer.

**3.4.5 Temporary Suspension of Work:** The City or Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and erect temporary structures where directed. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Engineer.

No allowance of any kind will be made for such suspension of work except an equivalent extension of time for completion of the Contract.

**3.4.6 Computation of Contract Time for Completion of the Work:** Contractor shall perform fully, entirely, and in accordance with these Specifications the Work contracted for within the specified time stated in the attached Proposal. In adjusting the contract time for the completion of the Work, the length of time expressed in days, during which the prosecution of the Work has been delayed in consequence of any suspension of work ordered by the Engineer, or omission of the City and not by any fault of the Contractor, shall be added to

the contract time as set forth in the attached Proposal, all of which shall be determined by the Engineer, and whose determination shall be binding and conclusive upon both parties to the Contract. If the satisfactory execution and completion of the Contract, shall require work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for. No allowance shall be made for delay or suspension of the prosecution of the work due to fault or negligence of the Contractor.

No claim for damages shall be made or allowed on account of delay or postponement occasioned by the precedence of other contracts which may be either let or executed before the execution of the Contract, or on account of the streets or structures adjacent to the Work not being in the condition contemplated by the parties at the time of making the Contract, or on account of delay in the removal of obstructions; but if the Contractor shall be delayed in the performance of his work by reason of the streets or structures adjacent to the Work not being in condition contemplated, or on account of delay in the removal of obstructions, or by reason of the Work or any part thereof being suspended on account of other contracts, or for any other reason, such allowance of time will be made as the Engineer shall deem reasonable.

**3.4.7 Failure to Complete the Work on Time:** The Work to be done under this Contract is to be begun on or before the date set forth in the attached Proposal, and shall be prosecuted with proper dispatch towards completion to the satisfaction of the Engineer, and is to be fully completed within the time limit set forth in the attached Proposal, and it is understood and agreed that the time limit for the completion of said Work is of the essence of the Contract, and should the Contractor fail to complete the Work on or before the date specified it is agreed that for each calendar day that any work shall remain uncompleted, after the time specified in the attached Proposal, with any extension of time which may be allowed by the Engineer for the completion of the Work provided for in these Plans, Specifications, Special Provisions, and Contract, the sum per day given in the following schedule shall be deducted from the monies due to the Contractor, not as a penalty but as liquidated damages and added expense for supervision on each Contract.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work or for its non- performance. Nothing in this clause shall be construed as limiting the right of the City to declare the Contract forfeited, to take over the Work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the General Provisions, Special Provisions, and Specifications herein contained.

**3.4.8 Annulment of Contract:** If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied

for a period of forty eight (48) hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the Engineer may give notice in writing to the Contractor and his Surety of such delay, neglect, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the City shall upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in its opinion shall seem advisable for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the City, together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due to said Contractor. In case the expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.

**3.4.9 Termination of Contractor's Responsibility:** This Contract will be considered complete when all Work has been completed, final inspection made, and the Work accepted by the Department as hereinafter provided. The Contractor will then be released from further obligation except as set forth in his bond.

### **3.5 Measurement and Payment**

**Acceptance and Final Payment:** Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been approved by the Engineer according to the Contract, and all trash, debris, equipment, and other things used in the construction removed from the site of the construction and from the adjoining land, the Engineer, after final inspection as provided herein, shall certify such fact to the Department in writing, recommending the acceptance of the Work.

Upon acceptance of the Work by the Department, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made being approximate only and subject to correction in the final estimate.

The amount of the Final estimate, less any sums that may have been deducted or retained under the provisions of this Contract, will be paid to the Contractor within thirty (30) days after the Final estimate has been approved by the Department, provided that the Contractor has furnished to the City, a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the Work done under this Contract. Upon this final payment the City is to be released from all liability whatever growing out of this Contract.

**3.6 Mobilization and Demobilization:** It will be the responsibility of the Contractor to cover all costs associated with mobilization and demobilization at all times for the duration of the project.

### **3.7 Special Provisions**

**3.7.1 Protection to Public:** The Contractor shall erect and maintain barricades and warning signs to protect the public during the course of the work. The Contractor shall take every precaution to protect the abutting properties and minimize the possibility of damage to same. Contractor shall be liable for restoration of all property including City property.

**3.7.2 Permits:** The Contractor shall procure all permits and licenses as required; however, there will be no charge for the construction permits issued by the City of Miami Beach.

**3.7.3 Conflict between Special Provisions and General Provisions:** In case of conflict between the requirements of Special Provisions and General Provisions, the requirements of the Special Provisions will prevail.

**3.7.4 Limitations of Operations:** No work shall be accomplished on Saturdays and Sundays. No work shall take place between the hours of 6:00 p.m. and 7:00 a.m.; however, the Contractor may take necessary precautions to protect work already accomplished. For any work that the contractor finds necessary to provide during the above days and times, the Contractor must obtain written authorization from the Public Works or Parking Dept. Director, or designated Representative.

## **C4. Specifications**

### **4.1 Scope of Work**

The applicable portions of the Miami Beach Public Works Manual and the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, 2023 Edition, and its supplements, as amended, shall establish the minimum standard for all work performed as a result of this ITB and shall be further supplemented and amended by the General Specifications and Special Provisions contained herein.

Wheelchair curb ramps shall be constructed to be in full compliance with all Americans with Disabilities Act (ADA) Accessibility Guidelines standards and Florida Accessibility Code standards, as well as any other required and relevant standards.

### **4.2 Technical Specification for Concrete Curbing/Sidewalk Construction (Line items 1-43)**

The Contractor shall provide all supervision, labor, materials (including forming), maintenance of traffic and equipment required to complete the work, at a site or sites designated by the City. All work provided pursuant to this Contract shall abide by the Miami Beach Public Works Manual, as amended.

**4.2.1** Concrete Sidewalk (4" thick) outside of driveways per Miami Beach Public Works Manual.

**4.2.2** Concrete Sidewalk or Driveway (6" thick): with Welded Wire Fabric 6" x 6" x 10 10G through driveways per Miami Beach Public Works.

- 4.2.3** Removal and replacement of existing curbs, gutters and/or sidewalks. These items include removal and replacement of existing concrete and disposal of materials to legal dumping sites provided by the Contractor.
- 4.2.4** Concrete curb and gutter/valley gutters shall be installed using #5 reinforcing steel rods and compacted limerock base per Miami Beach Public Works Manual.
- 4.2.5** Construction of pedestrian ramps in sidewalks and street's mid-block shall be in accordance with the City of Miami Beach Detail, Pedestrian Ramps in Public Right-of-Way and in coordination with the City ADA Coordinator. It shall include the cost of removal of existing sidewalk and the preparation of the base as described herein.
- 4.2.6** **Extra Strength Concrete (4,000 psi):** All cement concrete mix items shall be FDOT approved Portland Cement Concrete Type I having a minimum 28 day compressive strength of 3,000 psi, unless 4,000 psi Portland Cement Concrete is specified. This item has been established to compensate the bidder for the difference in cost of utilizing this higher strength concrete.

When 4,000 psi concrete is specified, the Contractor shall be paid the Contract unit price bid for sidewalk or curb and gutter, as appropriate, and shall also be paid the contract unit upcharge price bid for 4,000 psi concrete. The quantity to be paid for shall be the actual volume, in cubic yards, of 4,000 psi concrete in place and accepted.

- 4.2.7** **Colored Concrete Sidewalks and Ramps:** All concrete used in the replacement or construction of sidewalks and pedestrian ramps shall be of Color Concrete mix as specified below unless directed otherwise by the City Engineer or their designee. Where quantities of concrete to be used in one pour is equal to, or more than, three (3) cubic yards, an integral colored concrete mix shall be used. The dust-on/dry-shake coloring shall be allowed only when the total concrete quantity in one work order is less than three cubic yards or if directed by the City Engineer or his/her representative:

- Integral Color Concrete Mix Design: Design mix to provide normal weight, regular or air-entrained pump mix concrete with a minimum of 470 lbs. of Portland cement to achieve 3,000 psi or more 28 day compressive strength. Mix Chromix® ML Admixtures Custom Color Designation: Miami Beach Red IV V073-20, as manufactured by L.M. Scofield Company, Douglasville, GA, 800-800-9900.

- 4.2.8** All concrete to be furnished must meet the South Florida Building Code requirements.

- 4.2.9** Partially hardened or re-tempered concrete shall not be acceptable.

- 4.2.10** **Bidders are Encouraged to Use Green Friendly Materials for Cement & Concrete**

- Coal fly ash
- Ground Granulated Blast Furnace Slag (GGBF)
- Cenospheres

- Silica Fumes

It is recommended that the Contractor use coal fly ash, ground granulated blast furnace (GGBF) slag, cenospheres and silica fumes are recovered materials that are readily available in some areas for use as ingredients in cement or concrete. Coal fly ash is a byproduct of coal burning at electric utility plants. Slag is a byproduct of iron blast furnaces. The slag is grounded into granules finer than Portland cement and can be used as an ingredient in concrete. Cenospheres are small, inert, lightweight, hollow, glass spheres that are a component of coal fly ash. They can be added to cement to produce a specialty, high performance concrete. Silica fume is a waste material recovered from alloyed metal production. It can also be added to cement to produce a high performance concrete.

*Environmental Protection Agency (EPA) Standards to follow:*

- Replacement rates of coal fly ash for cement in the production of blended cement generally do not exceed 20-30 percent, although coal fly ash blended cements may range from 0-40 percent coal fly ash by weight, according to [ASTM C 595](#), for cement Types IP and I(PM). Fifteen percent is a more accepted rate when coal fly ash is used as a partial cement replacement as an admixture in concrete.
- According to [ASTM C 595](#), ground granulated blast furnace (GGBF) slag may replace up to 70 percent of the Portland cement in some concrete mixtures. Most GGBF slag concrete mixtures contain between 25 and 50 percent GGBF slag by weight. EPA recommends that procuring agencies refer, at a minimum, to ASTM C 595 for the GGBF slag content appropriate for the intended use of the cement and concrete.
- According to industry sources, cement and concrete containing cenospheres typically contains a minimum of ten (10) percent cenospheres (by volume).
- According to industry sources, cement and concrete containing silica fume typically contains silica fume that constitutes five- to- ten (5-10) percent of cementitious material on a dry weight basis.

**ASTM C 595:** *This specification pertains to blended hydraulic cements for both general and special applications, using slag or pozzolan, or both, with portland cement or portland cement clinker or slag with lime. These cements are classified into two types: Type IS which is portland blast-furnace slag cement and Type IP which is portland-pozzolan cement. They can also be described according to air-entraining, moderate sulfate resistance, moderate heat of hydration, high sulfate resistance, or low heat of hydration properties. The cement shall conform to the chemical requirements prescribed. In addition, the cement shall undergo different tests to determine the following properties: chemical analysis, fineness by sieving, fineness by air-permeability, autoclave expansion, time of setting, air content of mortar, compressive strength, heat of hydration, normal consistency, specific gravity, water requirement, mortar expansions of blended cement and pozzolan, drying shrinkage, activity index with portland cement, and sulfate resistance.*

Recommended Specifications for Cement and Concrete Containing Recovered Materials	
Cement Specifications	Concrete Specifications
ASTM C 595, "Standard Specification for Blended Hydraulic Cements."	ASTM C 618, "Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."
ASTM C 150, "Standard Specification for Portland Cement."	ASTM C 311, "Standard Methods of Sampling and Testing Fly Ash and Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete."
AASHTO M 240, "Blended Hydraulic Cements."	ASTM C 989, "Ground Granulated Blast-Furnace Slag for Use in Concrete Mortars."
	AASHTO M 302, "Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars."
	American Concrete Institute Standard Practice ACI 226.R1, "Ground Granulated Blast-Furnace Slag as a Cementitious Constituent in Concrete."

Please refer to: <https://www.astm.org/>

**4.2.11 Concrete Pavers:** Install, and or remove, reset, and/or replace existing concrete pavers in roadways or pedestrian walkways as specified in the contract specific line item. Installation or repair of concrete edge restraints as specified in the contract line item must be built as per the Public Work Manual Detail 10-41. This may include compacted subgrade, concrete cast in place edge restraints 12" 3,000 psi concrete slab, steel reinforcing, 6x6-W1.4xW1.4 Welded Wire Mesh and a minimum of 1 ½" sand leveling course.

**4.2.12 Utility Boxes:** Removal and installation of utility boxes. All materials, including utility boxes shall be supplied by the Contractor, except when the utility box is provided by the City. Installation will include the removal of dirt to expose the utility box and the 12" thick pea rock base underneath the utility box. Utility boxes should be leveled with the surrounding sidewalk and supported at the base by brick or other method. Contractor must use the same utility boxes that are used by the City Public Work Department. Utility boxes In grass areas must be installed within a 3ftx3ftx6" thick concrete apron around the utility box. Brand and part numbers are provided below:

- 1" Meter box flared wall, CDR P/N WB00-1118-12 or approved equal
- Solid cover to read "water", CDR P/N WC00-1118-02 or approved equal
- 1.5" Meter box flared wall, CDR P/N WB00-1324-12 or approved equal
- Solid cover to read "water", CDR P/N WC02-1324-02 or approved equal
- 2" Meter box flared wall, CDR P/N WB00-1730-12 or approved equal
- Solid cover to read "water", CDR P/N WC00-1730-02 or approved equal
- 3" Meter box flared wall, CDR P/N WB02-2436-18 or approved equal

Solid cover to read "water", CDR P/N WC02-2436-03 or approved equal  
Clean out sewer box traffic rated, CDR P/N WB04-1015-H20 or approved equal  
Solid cover to read "sewer" bolt down, CDR P/N WC04-1015-02-45LPS or approved equal  
Electrical boxes will have covers that read "electrical"  
Street Lighting boxes will have a cover that read "Street Lighting"

- 4.2.13 Remove, furnish and/or** install hand rails according to ADA specifications, and as requested by the City ADA Coordinator. Hand rails will be typically made of 1-1/4 inches to 2 inches diameter, 32 in to 38 in above the walking surface, in compliance with ADA Chapter 5) , aluminum, core drilled, and grouted at the edge of sidewalk/ramp or as specified by the City. Shop drawings to be submitted to the City for approval.
- 4.2.14** Restoration and dressing of all replaced surfaces shall be accomplished by removal of all forms of broken concrete, rock and other debris and backfilling all abutting areas to the new concrete with proper soil and sod.
- 4.2.15** All areas of removal are to be done in a careful manner so as not to cause damage to abutting concrete surface. Saw cutting may be needed to prevent additional damage. Contractor has to protect monuments, survey pipes, metal castings, etc. encountered in the replacement or new work area, and shall make any necessary adjustments of these items so as to conform to the finish grade of his work. Contractor shall be responsible for restoring sidewalk anchors, flags, etc., which may be encountered, such as hurricane shutter fasteners in commercial areas.

Contractor shall be responsible for protecting, in a satisfactory manner to the City Engineer, and the Street Superintendent, any roof drainage pipe and any utility pipe encountered in the area of removal and replacement.

Temporary Cold joint or a solid steel plate will be required for every 40 L.F. to 60 L.F. of work, for any work that is not completed within a work day or as required by the City Engineer. Expansion joint material may be called for as directed by the Engineer. All areas removed by the Contractor are to be replaced and restored within two days of removal and shall be properly barricaded by the Contractor in the interim time.

**4.2.16 Limerock Base:** As specified in sub-article 4.3.1

#### **4.3 Technical Specifications for Milling and Resurfacing of Asphalt Concrete (Line Items 44-61)**

- 4.3.1 Limerock Base:** Rework (or rework and widen) the existing rock base or install new limerock base , by adding new limerock material as required and as specified in the contract line item in Appendix B. Meet the limerock material requirements as specified by the Florida Department of Transportation (FDOT) standards. The contractor may use limerock of either Miami Oolite or Ocala Formation but only use limerock of one formation on any contract. Limerock base material shall be compacted to a density of no less than 98% of maximum dry density as determined by AASHTO-T180 under all paved areas.

- 4.3.2 Preparing Surface:** Prior to the application of the surface course, all loose material, dust, dirt and all foreign material which might prevent proper bond with the existing surface shall be removed to the full width of the treatment by means of revolving brooms or approved mechanical sweeper, supplemented by hand sweeping if required.
- 4.3.3 Tack Coat:** Primer and Tack coat shall be in accordance with the current Specifications of the Florida Department of Transportation and shall be heated to such consistency that it can be pumped. It shall then be applied to the cleaned, patched and dry surface from an approved pressure distributor, by means of a hand hose. The tack coat shall be applied in a cobweb design in an amount sufficient to properly insure adhesion and obviate slipping. Precaution shall be taken to prevent an excess of tack coat which might form pools.
- 4.3.4 Asphaltic Wearing Surface:** The material used shall comply with the requirements of FDOT Road and Bridge Construction 2023 July Edition and the Type III Asphalt Concrete for Road and Bridge Construction from the Miami Beach Public Work Manual, bituminous treatments, surface course and concrete pavement as specified in the respective line items in Appendix B. Pavement material to be specified by the City Engineer.
- 4.3.5 Placing Mixture:** The mixture shall be laid only where the surface to be covered is dry and only when weather conditions, have been determined to be acceptable by the assigned City of Miami Beach Engineer.

**4.3.5.1** Upon arrival, the mixture shall be dumped into the approved mechanical spreader, and immediately spread and struck off to the full width required, and to such appropriate loose depth that when the Work is completed the weight of mixture or thickness required per square yard will be secured.

When waived by the Special Provisions, the mechanical equipment may be omitted and spreading accomplished by hand as hereinafter provided. The mixture shall be laid in strips in such a manner as to provide for passage of traffic.

**4.3.5.2** Before any rolling is started, the finished surface struck by the machine shall be checked, any inequalities adjusted, and all "drippings", (i.e. fat sandy accumulations from the screed, and all fat spots from any source) shall be removed and replaced with satisfactory material.

**4.3.5.3** When machine finishing is used, an excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required and straight edging and back patching shall be done after initial compression has been obtained and while the material is still hot.

**4.3.5.4** When hand spreading is permitted or when, in the opinion of the Engineer because of any project conditioning it becomes necessary to spread by hand, it shall then be immediately distributed into place by means of suitable shovels and other tools and spread with rakes in a uniformly loose layer of such depth as will result in a completed course of thickness required. The loose materials shall then be compacted with rollers or tamps. Hand work will be paid for at the unit price per ton as indicated in the Proposal.

**4.3.5.5** Under no consideration shall mixture be laid wet, when rain is falling or when there is water on the base. The City of Miami Beach Engineer will determine if the mixture is acceptable, and if the base is suitable.

**4.3.5.6** No skin patching shall be done, and when a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture. If irregularities occur greater than the limits herein specified, and are not corrected while the mixture is still hot, the irregularities shall be cut out the full depth of the pavement and replaced with fresh mixture.

#### **4.3.6 Compacting Mixture:**

**4.3.6.1** After spreading as specified, the mixture shall be compacted with rollers as hereinbefore specified. The rolling shall be done in the following sequence with equipment as shown.

**4.3.6.2** Seal rolling, using tandem steel rollers weighing 5 to 12 tons, and following as close behind to the spreader as is possible without pick-up, undue displacement or blistering of the material.

**4.3.6.3** Rolling with self-propelled pneumatic-tired rollers, following as close behind to the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least six (6) passes. (Note: This rolling is not required for asphaltic concrete binder courses).

**4.3.6.4** Final rolling with the 8 to 12 ton tandem steel roller to be done after the seal rolling and pneumatic-tired rolling are complete, but before the pavement temperature has dropped below 140° F. This rolling shall be continued until all roller marks and tire marks have been eliminated.

**4.3.7 Manholes/Valve Boxes:** Adjust manholes and/or valve boxes by raising castings method to the final grade elevation.

**4.3.8 Traffic Loops:** Replace 4, 6, and 8 loops, as required. Replace, furnish and install vehicle detection system in accordance with Miami Dade County specifications, Section 660 and the Miami Dade County Approved Product List. Traffic loops to be coordinated with the city of Miami Beach and Miami Dade County Department of Transportation. Shop drawings to be submitted to the City for review and approval.

#### **4.3.9 Milling of Existing Asphalt Pavement:**

**4.3.9.1** Description: The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb prior to resurfacing, or to completely remove existing pavement.

**4.3.9.2** When milling to improve rideability, an average depth of cut will be specified in the Plans, or by the City Engineer.

**4.3.9.3** Unless otherwise specified, the disposal of the milled material becomes the property of the Contractor.

**4.3.10 Equipment:**

**4.3.10.1** The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Plans and Specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be 6 feet.

**4.3.10.2** The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

**4.3.10.3** Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

**4.3.10.4** When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

**4.3.10.5** The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

**4.3.10.6** For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

**4.3.11 Construction:**

**4.3.11.1** When milling to improve rideability, the existing pavement shall be removed to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Engineer may require the use of a string line to ensure maintaining the proper alignment.

**4.3.11.2** The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.

**4.3.11.3** The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

**4.3.11.4** The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre wetting of the pavement may be required.

**4.3.11.5** If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Engineer will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

**4.3.11.6** Prior to opening an area which has been milled to traffic, temporary striping should be placed and the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

**4.3.11.7** Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

**4.3.11.8** In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the Work.

**4.3.11.9** To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directed by the Engineer.

**4.3.11.10** This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Engineer.

#### **4.3.12 Milled Surface:**

**4.3.12.1** The milled surface shall have a reasonably uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed 1/4 inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the City's Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the City's Engineer, shall be corrected by the Contractor at no additional compensation.

**4.3.12.2** The City's Engineer may require remilling of any areas where a surface lamination causes a non-uniform texture to occur.

#### **4.3.13 Basis of Payment:**

**4.3.13.1** The quantity shall be paid for at the Contract unit price for Milling Existing Asphalt Pavement.

**4.3.13.2** The price and payment for Milling Existing Asphalt Pavement shall be full compensation for all work specified in this section, including hauling off and stockpiling or otherwise disposing of the milled material.

**4.3.13.3** Payment for all other bid items shall be paid at the contract unit bid price times the quantity approved and inspected by the City Engineer.

**4.3.14 Pavement Restoration Abutting Restored Areas:** Asphalt will be saw cut as directed by the City Engineer or authorized representative. All cuts will be parallel to the curb line. Areas void of limerock will be filled with limerock and compacted to required density as directed by the Superintendent. A minimum 2" hot mix asphalt (as directed by the City) is to be used to complete restoration and will be compacted by use of roller or vibratory plate. Finished surface to be free of ridges or valleys and imperfections that may cause the surface to hold water or create a tripping hazard. All work is to be inspected and accepted by the Street Superintendent or his representative prior to payment.

Upon receipt of a Work Order, the Contractor shall commence work upon the site(s) within seven (7) calendar days, and continue such work in an expeditious manner to a conclusion acceptable to the Engineer.

**4.3.15 Flowable Fill.** Furnish and place flowable fill as an alternative to compacted soil or as an alternative for damaged roadway sub-base material as approved by the City Engineer. Applications for conventional flowable fill include beddings, encasements, closures for pipes, and general backfill for trenches and embankments. Material and installation shall meet the FDOT Standard Specifications for Road and Bridge Construction, specification 121.

**4.3.16** Contractor must complete the Work requested within the time specified in the Task Order.

#### **4.4 Scope of Work for the Striping of City Streets and Parking Lots (Line Items 62-97)**

All striping must meet Miami-Dade County and Florida Department of Transportation specifications. Contractor must provide a copy of the current Miami-Dade County and Florida Department of Transportation striping specifications upon request from the City's Procurement Division, or City Engineer.

**4.4.1 Protection of Newly Applied Pavement Markings:** Do not allow traffic onto or permit vehicles cross newly applied pavement markings until they are sufficiently bonded. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, as directed by the City Engineer, at no additional cost of the City.

**4.4.2 Correction of Deficiencies:** Correct all deficiencies by removal and reapplication of the pavement markings, including the removal of the asphalt wearing surface, as determined by

the Engineer, at no additional cost to the City.

**4.4.3 Temporary Striping:** Contractor must apply temporary striping to all resurfaced roads immediately after the asphalt has cooled enough to support striping.

**4.4.4** Contractor must complete the Work requested within the time specified in the Task Order.

#### **4.5 Scope of Work for Painting and Striping of Green Bicycle Lanes, Red-Transit Lanes, Other Colored Pavement, Standard Paint, and Special Markings (Line Items 98-118)**

##### **4.5.1 Field Office**

A. A local field office is not required. However, the Contractor will be required to provide the Project Manager with a local (Miami-Dade County) telephone, cellular, or beeper number. The Contractor may be contacted 24 hours a day, seven days a week during the Contract's period.

##### **4.5.2 Maintenance of Traffic**

A. Description.

1. Maintain traffic in accordance with 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 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 and the Public Works Manual of Metropolitan Dade County. Maintenance of Traffic (MOT) includes all facilities, devices, and operations as required for the safety and convenience of the public within the work zone.
2. Do not maintain traffic over those portions of a work zone where no work is to be accomplished or where 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 Nonreflective 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 Manual on Uniform Traffic Control Devices (MUTCD).
3. Detour: Provide all materials for the construction and maintenance of all detours. Traffic may be detoured only upon approval of the Director of the Public Works and Waste

Management Department. No work shall commence on this Project or any portion thereof without implementing an approved Maintenance of Traffic (MOT) plan.

4. Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for the base, including recycled asphalt pavement material, and have stability and drainage properties that provide a firm surface under wet conditions.
- C. Specific Requirements.
1. MOT is Contractor's responsibility from Notice to Proceed.
  2. Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor in accordance with Public Works and Waste Management (PWWM) Construction Specifications Article 105. Provide the Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.
  3. Ensure that the Worksite Traffic Supervisor performs the following duties:
    - a. Performs on site direction of all traffic control in a work zone.
    - b. Is on-site during all setup and takedown and performs a drive-through inspection immediately after set up.
    - c. Is on-site during all nighttime operations to ensure proper Maintenance of Traffic.
    - d. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
    - e. Is available on a 24-hour per day basis and is present within 45 minutes after notification of an emergency and is prepared to positively respond to repair the work zone traffic control or provide alternate traffic arrangements.
    - f. On MOT lasting more than 24 hours:
      - 1) Conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.
      - 2) Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary.
      - 3) Accommodate for pedestrians and bicycles with a safe travel path around work sites and safely separated from mainline traffic. Maintain these or existing paths satisfactorily throughout the project limits.
      - 4) Provide existing businesses in work areas with adequate entrances for vehicular and pedestrian traffic during business hours.
      - 5) Take corrective actions when deficiencies are found.
      - 6) The Department may disqualify and remove from the Project a Worksite Traffic Supervisor who fails to comply with the provisions of this Article.
      - 7) The Department may temporarily suspend all activities, except traffic, erosion control, and other activities necessary for project maintenance and safety, for failure to comply with these provisions.
- D. Alternative Traffic Control Plan.
1. The Contractor may propose an alternative Traffic Control Plan (TCP) to the plan presented in the FDOT Design Standards. Have the Contractor's Project Manager of Record sign and seal the alternative plan. Prepare the TCP in conformance with and in the form outlined in the current version of FDOT Roadway Plans Preparation Manual. Indicate in the plan a TCP for each phase of activities. 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 notify the Department in writing of any such possible effects on utilities. Project Manager's approval of the alternate TCP does not relieve the Contractor of sole 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.

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

E. Traffic Control.

1. Standards

- a. FDOT Design Standards are the minimum standards for the development of all traffic control plans. The MUTCD Part VI is the minimum national standard 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 necessary to protect the public and workers from hazards within the project limits.

2. Maintenance of Roadway Surfaces

- a. Maintain all lanes 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 at least as wide as the traffic lanes existing in the area before commencement of Work. Do not allow traffic control and warning devices to encroach on lanes used for maintenance of traffic.
- b. Project Manager may allow the Contractor to restrict traffic to one-way operation for short periods. The Contractor employs adequate means of 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 Project Manager. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the Contract duration. 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 detrimental 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 the Public Works Manual.
  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 inconsistent pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.
      - 1) Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as 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 Project Managers 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 foot 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 his surety.
- F. Detours.
1. General: Traffic may be detoured only upon approval of the Director of the Public Works 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 before the closure of roads for review and approval.

2. 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.
3. 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 that 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 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.

G. 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 is 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.

H. 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 that are suitable for reuse on other driveways.

I. 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 Qualified Products List (QPL). 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 QPL or 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 National Cooperative Highway Research Program Report 350 (NCHRP 350) requirements and current FHWA directives.
  - c. Ensure that the FDOT QPL number is permanently marked on the device at a

readily visible location.

- d. Notify the project manager of any scheduled operation that will affect traffic patterns or safety, sufficiently before 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 Work. Keep the 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 fit the taper of the cone when appropriately installed. Place the upper 6 inches collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4-inch collar 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 in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface with 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 temporary concrete barrier wall for use on roadway sections, complies with FDOT Index 415 or 414 of the Design Standards. Ensure that temporary concrete barrier walls for use on bridge and wall sections comply with FDOT Index 414 of the Design Standards. Ensure that temporary water filled barrier wall used on roadway sections conforms to the requirements of the pre-approved alternatives listed on FDOT QPL, unless otherwise called for by the Project Manager. Ensure that proprietary barrier walls for use 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 subsequently remove temporary vehicular impact attenuators in

accordance with 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 Project Manager.

6. Guardrail (Temporary): Furnish guardrail (temporary) in accordance with the plans and Design Standards. Meet the requirements of PWWM Construction Specifications, Article 536.
7. Advance Warning Arrow Panel: Furnish advance warning panels that meet the requirements of FDOT Section 990 as required by the FDOT Design Standards to advise approaching traffic of lane closures or shoulder work.
8. Portable Changeable (Variable) Message Sign (PCMS): Furnish changeable (variable) message signs that meet the requirements of FDOT Section 990 as required by the Design Standards to supplement other temporary traffic control devices used in work zones.
9. A truck-mounted PCMS may be used as 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 FDOT Section 990 as required by the FDOT Design Standards.
  - b. Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.
11. Radar Speed Display Unit (RSDU):
  - a. Furnish radar speed display units that meet the requirements of 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 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 requirements of 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 working 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 according to the manufacturer's recommendations.
  - d. Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual taillights, and brake lights.

Ensure that lights are visible in both the raised and lowered positions if the unit can be raised.

- e. Ensure that 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 base 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, maintaining, and removal when no longer required, and all materials, labor, tools, equipment, and incidentals required for attenuator maintenance.

J. 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 Subarticle 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, edgelines, stop bars and turn arrows in work zones will be required in accordance with the MUTCD with the following additions:
  - 1) Install edgelines on paved shoulders.
  - 2) Place edgelines 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) Unless otherwise approved by the Project Manager, work Zone Pavement Markings shall be water borne paint.
- d. The most common types of Work Zone Pavement Markings are water-borne paint, and 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.

K. Method of Measurement/Basis of Payment.

General: The bidder(s) shall account for all costs required for MOT within each of the line items for which it provides bid pricing. Services include furnishing, installing, operating, maintaining and removing all required traffic control devices, signs, warning

devices, barriers and other MOT devices or requirements not specifically mentioned herein required to complete the project in accordance with all applicable laws and regulations.

#### **4.5.3 Limitation of Operations**

- A. Page 80, Subarticle 8-4 – Limitations of Operations: Is expanded to include the following:
  - 1. Night Work.
    - a. At the discretion of the City, the Work for this Project may be done during night time. Minor construction activities not impacting travel lanes on Major Thoroughfares may be performed during day time upon request by the Contractor and subject to approval by the City. Such approval, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment, and supervision for the proper execution and control of the Work pursuant to FDOT Subarticle 8-4.1.
    - b. For this Section, the term "night" shall mean the period from 8:00 p.m. to 5:00 a.m. weekdays.
  - 2. Prior written approval from the City, as specified in this Article, is not required for the performance of Work that is necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would otherwise be endangered or when hazard to life or property would result, in which case the Contractor must inform the Project Manager at the earliest possible opportunity of the same.
  - 3. Work performed without the prior written approval of the Project Manager and an Project Manager's duly authorized inspector may be declared defective solely because it was not properly inspected.
  - 4. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work, and general operations.

#### **4.5.4 Installations**

- A. Construction
  - 1. Product Submittals: Prior to installation, submit pattern and color samples to the Project Manager for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Project Manager.
  - 2. Pavement Cuts: Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to product installation.
  - 3. Surface Protection: Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.
  - 4. Installation Acceptance:
    - a. For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavedment.
    - b. Upon completion of the installation, the Project Manager will check the area at random locations for geometric accuracy. If any of the chosen areas are deficient, correct the entire patterned area at no additional cost to the Department.
    - c. Provide certification that the patterned pavement was installed in accordance with the manufacturer's requirements.
    - d. All permanent products installed in accordance with this solicitation shall be guaranteed for a minimum of 36 months.

- B. Method of Measurement.
  - a. The quantity to be paid will be the installed quantities in square feet of patterned pavement, completed and accepted. Deductions for unpaved areas will be accounted for in the measurement except for areas occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area.
- C. Basis of Payment.
  - 1. Price and payment will be full compensation for all Work specified in this Article.
  - 2. Payment will be made under:
    - a. Item No. 523 per square feet.

#### **4.5.5 Green-Colored Pavement (Line items 98 – 101)**

- A. Description
  - 1. Green-colored bicycle lanes may be used when the need to enhance the conspicuity of bicycle/vehicular conflict areas is demonstrated. Use products that meet the specifications published by the Federal Highway Administration (FHWA), Interim Approval IA.14, dated April 15, 2011, for the use of green colored pavement marked bicycle lanes through intersections and other traffic conflict areas.
  - 2. For this Specification, patterned pavements are defined as a post applied surface marking overlay to either the pavement surface or to an imprinted pavement surface. Vehicular traffic areas are limited as those subject to vehicles within the traveled way, shoulders and auxiliary lanes. Non-vehicular travel areas include medians, islands, curb extensions, sidewalks, borders, plazas and other areas typically subject to foot traffic only.
  - 3. Install overlay products in areas subject to vehicular traffic to a thickness not exceeding 180 mils. Do not use products requiring removal of pavement or requiring blackouts or trenches below the top of the pavement.
  - 4. Variations within a pattern shall comply with Americans with Disabilities Act (ADA) requirements.
- B. Materials
  - 1. Materials used to color the bicycle lane green must be retroreflective and in compliance with:
    - a. FDOT Specification 523 and Patterned Pavement
    - b. For products proposed for use as a bike lane application, independent testing verifying that the material can meet the color as identified in April 15, 2011, Interim Approval for Optional use of Green Colored Pavement for Bike Lanes, Interim Approval (IA-14) Memorandum Valid Under the 2009 MUTCD ([http://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia14/ia14grnpmbiketlanes.pdf](http://mutcd.fhwa.dot.gov/resources/interim_approval/ia14/ia14grnpmbiketlanes.pdf)).
    - c. Material coatings used to achieve the pattern and color shall produce an adherent, weather-resistant, skid-resistant, wear-resistant surface under service conditions. Color shall be integral and consistent throughout the installation. The composition of materials is intended to be left to the manufacturer's discretion.
    - d. Materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA), Subpart C, Table 1 of 40 CFR 261.24

"Toxicity Characteristic". Materials shall not exude fumes which are hazardous, toxic or detrimental to persons or property.

- e. For products proposed for use in vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with either:
  - a) ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35, or
  - b) ASTM E-1911, Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester (DFT), at a speed of 40 mph (DFT40), and has a minimum DFT40 value of 40.
  - c) Or equivalent friction coefficient
- f. For products proposed for use in non-vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with ASTM E-303 using the British Pendulum Tester and has a British Pendulum Number (BPN) of at least 40.

#### 2. Performance Requirements for Products in Vehicular Travel Areas:

In addition to the submittal requirements, approval will be contingent on a field service test demonstrating that the patterned pavement product meets the following performance measures at the end of three years from opening to traffic:

- a) The average thickness shall be a minimum of 50% of the original thickness.
- b) Wearing of the material coating shall not expose more than 15% of the underlying surface area as measured within the traveled way.
- c) Friction performance of patterned/textured pavement materials shall meet or exceed one of the following test method values:
  - a) FN40R value of 35 in accordance with ASTM E-274; or,
  - b) DFT40 value of 40 in accordance with ASTM E-1911.

Manufacturers shall provide a field service test installation of each product within a marked crosswalk on a roadway with an ADT of 6,000 to 12,000 vehicles per day per lane, on a site approved by the Department. The test installation shall be a minimum six feet wide and extend from pavement edge to pavement edge across all traffic lanes and shoulder pavement at the crosswalk location. The manufacturer shall test the test installation in accordance with FM 5-592.

#### 4.5.6 Red-Colored Pavement (Line items 102 – 105)

##### A. Description

1. Red-colored bicycle lanes may be used when the need to enhance the conspicuity of bicycle/vehicular conflict areas is demonstrated. Use products that meet the specifications published by the Federal Highway Administration (FHWA), Interim Approval IA.14, dated April 15, 2011, for the use of green colored pavement marked bicycle lanes through intersections and other traffic conflict areas.
2. For this Specification, patterned pavements are defined as a post applied surface marking overlay to either the pavement surface or to an imprinted pavement surface. Vehicular traffic areas are limited as those subject to vehicles within the traveled way, shoulders and auxiliary lanes. Non-vehicular travel areas include medians, islands, curb

extensions, sidewalks, borders, plazas and other areas typically subject to foot traffic only.

3. Install overlay products in areas subject to vehicular traffic to a thickness not exceeding 180 mils. Do not use products requiring removal of pavement or requiring blackouts or trenches below the top of the pavement.
4. Variations within a pattern shall comply with Americans with Disabilities Act (ADA) requirements.

## B. Materials

1. Materials used to color the bicycle lane green must be retroreflective and in compliance with:

- a. FDOT Specification 523 and Patterned Pavement
- b. For products proposed for use as a bike lane application, independent testing verifying that the material can meet the color as identified in April 15, 2011, Interim Approval for Optional use of Green Colored Pavement for Bike Lanes, Interim Approval (IA-14) Memorandum Valid Under the 2009 MUTCD ([http://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia14/ia14grnpmbiketlanes.pdf](http://mutcd.fhwa.dot.gov/resources/interim_approval/ia14/ia14grnpmbiketlanes.pdf)).
- c. Material coatings used to achieve the pattern and color shall produce an adherent, weather-resistant, skid-resistant, wear-resistant surface under service conditions. Color shall be integral and consistent throughout the installation. The composition of materials is intended to be left to the manufacturer's discretion.
- d. Materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA), Subpart C, Table 1 of 40 CFR 261.24 "Toxicity Characteristic". Materials shall not exude fumes which are hazardous, toxic or detrimental to persons or property.
- e. For products proposed for use in vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with either:
  - a) ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35, or
  - b) ASTM E-1911, Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester (DFT), at a speed of 40 mph (DFT40), and has a minimum DFT40 value of 40.
  - c) Or equivalent friction coefficient
- f. For products proposed for use in non-vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with ASTM E-303 using the British Pendulum Tester and has a British Pendulum Number (BPN) of at least 40.

2. Performance Requirements for Products in Vehicular Travel Areas:

In addition to the submittal requirements, approval will be contingent on a field service test demonstrating that the patterned pavement product meets the following performance measures at the end of three years from opening to traffic:

- a. The average thickness shall be a minimum of 50% of the original thickness.

- b. Wearing of the material coating shall not expose more than 15% of the underlying surface area as measured within the traveled way.
- c. Friction performance of patterned/textured pavement materials shall meet or exceed one of the following test method values:
  - a) FN40R value of 35 in accordance with ASTM E-274; or,
  - b) DFT40 value of 40 in accordance with ASTM E-1911.

Manufacturers shall provide a field service test installation of each product within a marked crosswalk on a roadway with an ADT of 6,000 to 12,000 vehicles per day per lane, on a site approved by the Department. The test installation shall be a minimum six feet wide and extend from pavement edge to pavement edge across all traffic lanes and shoulder pavement at the crosswalk location. The manufacturer shall test the test installation in accordance with FM 5-592.

#### **4.5.7 "Other-Colored" Color Surface Treatment (CST) Pavement (Line items 106-109)**

##### **A. Description**

Under this work, the Contractor shall furnish and apply CST at the location and in accordance with patterns as specified on provided project task order and/or plans or as ordered by the City's project manager and in conformance with these specifications.

##### **B. Materials**

- Be VOC compliant and lead chromate free.
- Not contain 0.1% or more of any chemical listed by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), or regulated by the US Occupational Safety and Health Administration (OSHA) as a carcinogen.
- Conform to current Federal, State and Local air pollution regulations, including those for the control (emission) of volatile organic compounds (VOC).
- Be packaged and stored in accordance with the manufacturer's instructions and requirements for shelf life and storage conditions in original unopened containers. Shipping documents and containers shall have identification numbers or batch dates for confirmation of when products were manufactured, clearly labeled as to the type material and the ratio of the components to be mixed by volume as well as showing resin or hardener components, brand name, name of manufacturer, lot or batch number, temperature range for storage, expiration date and the quantity contained. Include any special instructions regarding mixing and the Material Safety Data Sheets. This information shall be made available for inspection at any time.
- Colors for each work type shall be approved by the Engineer prior to the material purchase by the Contractor.
- Friction aggregate shall be implemented only at the request and approval by the City Project Manager. Friction aggregate shall include only calcined bauxite, corundum, or alternate equal anti-skid aggregate approved by the Engineer. Aggregate used shall

have a minimum hardness value of 8.0 per Mohs Hardness Scale and be uniformly applied –providing a surface friction value >60 BPN over the entire surface.

- Friction aggregate size shall be between 0.8-1.2mm for bicycle facilities and 1.0-3.0mm for bus facilities and walking facilities.

#### C. Approved Materials

Only products with a Manufacturer's certification that the product meets the requirements of this specification, or a Product approved equal as determined by the City, are deemed acceptable for use. All materials shall be pre-approved by City's Project Manager prior to purchase.

#### D. Defective Results

CST, which after application and curing is determined by the City's Project Manager to be defective and not in conformance with this specification, shall be repaired. Repair of defective CST shall be the responsibility of the Contractor and shall be performed to the satisfaction of the City's Project Manager as follows:

##### 1. Insufficient film thickness:

Repair Method: Prepare the surface of the CST to the satisfaction of the City's Project Manager. Clean and prepare surface. Repair shall be made by reapplying CST over the cleaned surface in accordance with the requirements of this specification at the full thickness.

##### 2. Uncured or discolored CST and/or insufficient bond (to pavement surface or existing durable marking):

Repair Method: The defective CST shall be completely removed and cleaned to the underlying pavement surface to the satisfaction of the City's Project Manager.

After surface preparation work is complete, repair shall be made by reapplying color over the cleaned pavement surface in accordance with the requirements of this specification.

##### 3. Insufficient coefficient of friction as determined by the Engineer:

Repair Method: The defective CST shall be removed and cleaned to the underlying pavement surface or re-coated with CST and friction aggregate – with both repair method and method approved by the City's Project Manager.

After surface preparation work is complete, repair shall be made by reapplying color over the cleaned pavement surface in accordance with the requirements of this specification.

Other defects not noted above, but determined by the City's Project Manager to need repair, shall be repaired or replaced as directed by and to the satisfaction of the City's

Project Manager.

All work in conjunction with the repair or replacement of defective color shall be performed at the Contractor's expense.

#### **4.5.8 Standard Paint (Line items 110 - 113)**

- A. Description – Standard paints shall include water-reducible products that are single packaged and ready mixed. The paint shall have the capability of being cleaned and flushed from the pavement marking machines using regular tap water and any required rust inhibitors. The manufacturer shall have the option of formulating the paint according to his own specifications. However, the requirements delineated in the FDOT Specifications Section 710 shall apply regardless of the type of formulation used. The paint shall be free from all skins, dirt and foreign objects.
- B. Materials – Materials to comply with FDOT specifications section 971-3.2 composition for Standard Paint.

#### **4.5.9 Edge Line Marking (Line item 114)**

- A. Description
  - 1. The edge line pavement marking defines or delineates the edge of a roadway (*MUTCD*, Sections 3B.06 and 3B.07) (Figure 9). It provides a visual reference to guide motorists and helps reduce drifting onto the shoulder and roadside area.
  - 2. Edge line markings are a solid white line at the right edge of the travel lane.
- B. Use only materials that comply with the following FDOT specification sections as applicable, excluding requirements for products to be listed on the FDOT approved products lists (APL):
  - i. Raised Retroreflective Pavement Markers and Bituminous Adhesive Section 970
  - ii. Standard Paint 971-1 and 971-3
  - iii. Durable Paint 971-1 and 971-4
  - iv. Glass Spheres 971-1 and 971-2
  - v. Patterned Pavement 523

#### **4.5.10 Special Marking (Line Items 115 - 118):**

- A. Description
  - 1. Green Shared lane markings, or "Green Sharrows" are optional pavement markings used to indicate a shared environment for bicycles and motor vehicles. Install a road marking in the form of two inverted V-shapes above a bicycle, indicating which part of a road should be used by cyclists when the roadway is shared with motor vehicles (sharrow marking) See Appendix B for symbol detail. The symbol shall fit within a green square as shown in Appendix B. The color shall be in compliance with the color as identified in April 15, 2011, Interim Approval for Optional use of Green Colored Pavement for Bike Lanes, Interim Approval (IA-14) Memorandum Valid Under the 2009 MUTCD.
  - 2. Bike-Only Lane Symbol which shall consist of white symbol of a bicycle marked in the center of the lane in advance of a white forward pointing vertical arrow. See Appendix B for symbol detail.

3. Bicycle Detector Symbol. See Appendix B for symbol detail.
  4. Red-Colored Pavement for Transit Lanes are used optionally to enhance the conspicuity of station stops, travel lanes, or other locations in the roadway that are reserved for (1) the exclusive use by public transit vehicles or (2) multi-modal facilities where public transit is the primary mode (collectively referred to hereinafter as "transit lanes"). Red-colored transit lanes shall comply with the MUTCD – Interim Approval for Optional Use of Red-Colored Pavement for Transit Lanes (IA-22) ([https://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia22/ia22.pdf](https://mutcd.fhwa.dot.gov/resources/interim_approval/ia22/ia22.pdf)).
  5. Other Application of Colored Pavement may be requested by the City for use in crosswalks, plazas, promenades, bullb-outs, and other special applications.
- B. Use only materials that comply with the following specification sections as applicable, excluding requirements for products to be listed on the FDOT approved products lists (APL):
- i. Raised Retroreflective Pavement Markers and Bituminous Adhesive Section 970
  - ii. Standard Paint 971-1 and 971-3
  - iii. Durable Paint 971-1 and 971-4
  - iv. Glass Spheres 971-1 and 971-2
  - v. Patterned Pavement 523
- C. Construction
1. Product Submittals: Prior to installation, submit pattern and color samples to the Project Manager for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Project Manager.
  2. Pavement Cuts: Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface prior to product installation.
  3. Surface Protection: Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.
  4. Installation Acceptance:
    - a. For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement.
    - b. Upon completion of the installation, the Project Manager will check the area at random locations for geometric accuracy. If any of the chosen areas are deficient, correct the entire patterned area at no additional cost to the Department.
    - c. Provide certification that the patterned pavement was installed in accordance with the manufacturer's requirements.
- D. Method of Measurement.
1. The quantity to be paid will be the installed quantities in square feet of patterned pavement, completed and accepted. No deduction will be made for areas occupied by landscaping, manholes, inlets, drainage structures, or by any public utility appurtenances within the area.

#### **4.6 Technical Specifications for Lane Delineators (Line Items 119-120)**

The City may also require lane delineators as part of a project. The bidder(s) shall provide a bid line item

price for Zicla Zebra No. 13 and Zicla Zipper lane delineators in Appendix B – Cost Proposal Form. All costs required to furnish, deliver, and install the delineators must be included within the bid line item price. Specifications for the specified Zicla delineators on the manufacturer's website: <https://www.zicla.com/en/>.

If the bidder proposes an alternative to the Zicla product(s), it must clearly state so on its bid response and conform to the provisions of Special Conditions No. 6 titled "Submission/Consideration of Approved Equal Products."

4.5 Additional Services or Change Orders. The City anticipates that a significant portion of the projects awarded pursuant to any continuing services agreement resulting from this ITB shall be completed in accordance with the prices established through the ITB. The City recognizes that there may be instances when the need for services in addition to those stipulated herein shall arise to complement or complete a project awarded pursuant to the established line items. In those cases, the City may negotiate with the Contractor on a mutually agreeable price for the additional services based on available industry pricing. The approval of the City Manager shall be required for any additional services exceeding a project aggregate of \$100,000 or as amended. The following items may not be purchased as additional services:

- a. electrical services exceeding \$75,000;
- b. any non-contract construction work exceeding a cost of \$300,000.

## **C5. Special Conditions**

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this ITB shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) additional two-year period at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **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. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. 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.
4. **LIQUIDATED DAMAGES:** Failure to complete work orders as agreed to when the work is assigned may result in the successful Bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all costs associated with the service performed by a secondary vendor.
5. **WARRANTY:** The successful bidder will be required to warranty all work performed. Warranty shall be provided in detail, upon request.

- 6. SUBMISSION/CONSIDERATION OF APPROVED EQUAL PRODUCTS:** If an “equal” product is to be considered by the City in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also, for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of quality, based on the best interests of the City, and its decision in this regard shall be final. Items labeled "No Substitute" on the City's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation

**Balance of Page Intentionally Left Blank**

## APPENDIX B

# MIAMI BEACH

---

## Cost Proposal Form

---

2023-422-DF

Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing  
of Asphalt Concrete, Striping of City  
Streets and Parking Lots, and Lane  
Delineators

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.

Item	Description	U / M	Unit Cost
<b>CONCRETE CURBING/SIDEWALK CONSTRUCTION</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary for concrete curbing/sidewalk construction on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
1	Remove and Replace 4" Concrete Sidewalk	SF	\$
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$
3	Construct 4" Concrete Sidewalk	SF	\$
4	Remove and Replace 6" Concrete Sidewalk	SF	\$
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$
8	Remove and Replace 6" Concrete Curb	LF	\$
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$
13	Surface Applied ADA Mats Yellow/Gray	EA	\$
14	Construct 4" Concrete Sidewalk	SF	\$
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$

**CONTINUED ON THE FOLLOWING PAGE.**

16	Construct 6" Concrete Sidewalk	SF	\$
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$
18	Construct 18" Concrete Curb & Gutter	LF	\$
19	Construct 24" Concrete Curb & Gutter	LF	\$
20	Construct 30" Concrete Curb & Gutter	LF	\$
21	Construct 6" Concrete Curb	LF	\$
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$
24	Addition of Miami Beach Red Coloring Mixture	CY	\$
25	Pavement Restoration	SF	\$
26	Furnish and Install New Pavers	SF	\$
27	Remove and Reset Existing Pavers	SF	\$
28	Remove and Replace Existing Pavers	SF	\$
29	Remove Existing Pavers	SF	\$
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$
32	Furnish and Install 1" Meter Box	EA	\$
33	Furnish and Install 1.5" Meter Box	EA	\$
34	Furnish and Install 2" Meter Box	EA	\$
35	Furnish and Install 3" Meter Box	EA	\$
36	Furnish and Install Sewer Clean Out Box	EA	\$
37	Furnish and Install Electrical/Street Lighting Lighting Box	EA	\$
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$
40	Remove and Re-install hand-Rails	EA	\$
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	EA	\$
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$
43	Remove and Reset Existing Fencea	LF	\$
<b>Item Description U / M Unit Cost</b>			
<b>MILLING &amp; RESURFACING OF ASPHALT CONCRETE</b> – Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to mill and resurface asphalt concrete on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
44	Rework Limerock Base +/- 3 inches	CY	\$
45	Remove and replace 8 inch Limerock base	CY	\$
46	New Limerock 8 inch base	CY	\$
47	FDOT Type S III - Asphalt Concrete	TN	\$
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN	\$

**CONTINUED ON THE FOLLOWING PAGE.**

49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN	\$
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN	\$
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN	\$
52	Adjust Valve Boxes	EA	\$
53	Adjust Manhole	EA	\$
54	Replace Manhole Rim and Cover	EA	\$
55	Replace Valve Box Cover/Riser	EA	\$
56	Replace Traffic Loops	EA	\$
57	Milling Existing Asphalt Concrete – 1" Cut	SY	\$
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY	\$
59	Milling Existing Asphalt Concrete – 2" Cut	SY	\$
60	Milling Existing Asphalt Concrete – 3" Cut	SY	\$
61	Milling Existing Asphalt Concrete – 4" Cut	SY	\$
<b>Item</b>	<b>Description</b>	<b>U / M</b>	<b>Unit Cost</b>
<b>STRIPING OF CITY STREETS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe streets on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
62	Thermoplastic 4" Solid Yellow/White	LF	\$
63	Paint 4" Solid Yellow/White	LF	\$
64	Thermoplastic 6" Solid White/Yellow	LF	\$
65	Paint 6" Solid Yellow/White	LF	\$
66	Thermoplastic 8" Solid White/Yellow	LF	\$
67	Paint 8" Solid Yellow/White	LF	\$
68	Thermoplastic 12" Solid White/Yellow	LF	\$
69	Paint 12" Solid Yellow/White	LF	\$
70	Thermoplastic 18" Solid White/Yellow	LF	\$
71	Paint 18" Solid Yellow/White	LF	\$
72	Thermoplastic 24" Solid White/Yellow	LF	\$
73	Paint 24" Solid Yellow/White	LF	\$
74	RPMs (Road Reflector)	EA	\$
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA	\$
77	Thermoplastic Handicap Logo & Blue Stripe	EA	\$
78	Paint Handicap Logo & Blue Stripe	EA	\$
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF	\$
80	Paint Bicycle Pavement Marking	EA	\$
81	Thermoplastic Bicycle Pavement Marking	EA	\$
82	Thermoplastic Messages (Bus/School)	EA	\$
83	Paint Messages	EA	\$
84	Installation of New Traffic Sign	EA	\$

**CONTINUED ON THE FOLLOWING PAGE.**

Item	Description	U / M	Unit Cost
<b>STRIPING OF PARKING LOTS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
85	Thermoplastic Stop Bars (12" Wide)	LF	\$
86	Stop Bars (12" Wide) White Paint	LF	\$
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA	\$
89	Thermoplastic Cross Hatching (12")	LF	\$
90	Cross Hatching (12") White Paint	LF	\$
91	Thermoplastic Handicap Logo & Blue Stripe	EA	\$
92	Paint Handicap Logo & Blue Stripe	EA	\$
93	Thermoplastic Disable Cross Hatching (4")	EA	\$
94	Disable Cross Hatching (4") Paint	EA	\$
95	Furnish and Install Wheel Stop	EA	\$
96	Remove and Replace Wheel Stop	EA	\$
97	Installation of New Traffic Sign	EA	\$

Item	Description	U / M	Unit Cost
<b>PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
98	Permanent Green Paint Up to 10,000 square feet of Work	SF	\$
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF	\$
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF	\$
101	Permanent Green Paint Above 50,000 square feet of Work	SF	\$
102	Permanent Red Paint Up to 10,000 square feet of Work	SF	\$
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF	\$
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF	\$
105	Permanent Red Paint Above 50,000 square feet of Work	SF	\$
106	Permanent Other Paint Up to 10,000 square feet of Work	SF	\$
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF	\$
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF	\$
109	Permanent Other Paint Above 50,000 square feet of Work	SF	\$
110	Standard Paint Up to 10,000 square feet of Work	SF	\$
111	Standard Paint 10,000 to 25,000 square feet of work	SF	\$
112	Standard Paint 25,000 to 50,000 square feet of work	SF	\$
113	Standard Paint Above 50,000 square feet of Work	SF	\$
114	Edge Line Marking	SF	\$
115	Standard Sharrow Symbol	EA	\$

**CONTINUED ON THE FOLLOWING PAGE.**

116	Green Sharrow Symbol	EA	\$
117	Bike-only Lane Symbol	EA	\$
118	Bicycle Detector Symbol	EA	\$

Item	Description	U / M	Unit Cost
<b>LANE DELINEATORS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to perform the services indicated on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA	\$
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA	\$

**END OF COST PROPOSAL FORM.**

# APPENDIX C

# MIAMI BEACH

---

## Insurance Requirements

---

2023-422-DF

Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing  
of Asphalt Concrete, Striping of City  
Streets and Parking Lots, and Lane  
Delineators

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

# MIAMI BEACH

## TYPE 10 – CONSTRUCTION W/O DESIGN AND PROFESSIONAL SERVICES (INSTALLATION FLOATER) 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 \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- 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 \$2,000,000 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.)*
- E. Umbrella Liability Insurance in an amount no less than \$10,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- F. Contractors' Pollution Legal Liability *(if project involves environmental hazards)*, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**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](mailto: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.

# ITB 2023-422-DF Tabulation

Item	Description	U / M	CONCRETE CURBING/SIDEWALK CONSTRUCTION		
			All Construction & Plumbing Inc	Metro Express Inc	Team Contracting Inc
			Unit Cost	Unit Cost	Unit Cost
1	Remove and Replace 4" Concrete Sidewalk	SF	\$ 17.00	\$ 5.50	\$ 7.10
	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)				
2		SF	\$ 21.00	\$ 7.00	\$ 7.30
3	Construct 4" Concrete Sidewalk	SF	\$ 12.00	\$ 5.50	\$ 7.10
4	Remove and Replace 6" Concrete Sidewalk	SF	\$ 18.00	\$ 6.00	\$ 7.30
	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)				
5		SF	\$ 19.00	\$ 7.75	\$ 7.50
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$ 50.00	\$ 30.00	\$ 30.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$ 60.00	\$ 35.00	\$ 35.00
8	Remove and Replace 6" Concrete Curb	LF	\$ 40.00	\$ 30.00	\$ 20.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00	\$ 30.00	\$ 22.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 60.00	\$ 35.00	\$ 25.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00	\$ 30.00	\$ 20.00
12	Cast In Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$ 650.00	\$ 325.00	\$ 300.00
13	Surface Applied ADA Mats Yellow/Gray	EA	\$ 650.00	\$ 325.00	\$ 250.00
14	Construct 4" Concrete Sidewalk	SF	\$ 12.00	\$ 5.50	\$ 7.10
	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)				
15		SF	\$ 16.00	\$ 7.00	\$ 7.30
16	Construct 6" Concrete Sidewalk	SF	\$ 14.00	\$ 6.00	\$ 7.30
	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)				
17		SF	\$ 16.00	\$ 7.75	\$ 7.50
18	Construct 18" Concrete Curb & Gutter	LF	\$ 40.00	\$ 30.00	\$ 24.00
19	Construct 24" Concrete Curb & Gutter	LF	\$ 45.00	\$ 30.00	\$ 26.00
20	Construct 30" Concrete Curb & Gutter	LF	\$ 50.00	\$ 30.00	\$ 28.00
21	Construct 6" Concrete Curb	LF	\$ 30.00	\$ 30.00	\$ 20.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$ 10.00	\$ 10.00	\$ 0.80
24	Addition of Miami Beach Red Coloring Mixture	CY	\$ 10.00	\$ 50.00	\$ 60.00
25	Pavement Restoration	SF	\$ 5.00	\$ 10.00	\$ 4.00
26	Furnish and Install New Pavers	SF	\$ 12.00	\$ 15.00	\$ 10.00
27	Remove and Reset Existing Pavers	SF	\$ 15.00	\$ 10.00	\$ 10.00
28	Remove and Replace Existing Pavers	SF	\$ 18.00	\$ 15.00	\$ 13.00
29	Remove Existing Pavers	SF	\$ 5.00	\$ 4.00	\$ 2.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$ 8.00	\$ 1.00	\$ 2.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$ 30.00	\$ 5.00	\$ 25.00
32	Furnish and Install 1" Meter Box	EA	\$ 2,500.00	\$ 250.00	\$ 950.00
33	Furnish and Install 1.5" Meter Box	EA	\$ 3,000.00	\$ 275.00	\$ 1,000.00
34	Furnish and Install 2" Meter Box	EA	\$ 3,500.00	\$ 350.00	\$ 1,050.00
35	Furnish and Install 3" Meter Box	EA	\$ 4,500.00	\$ 400.00	\$ 1,200.00
36	Furnish and Install Sewer Clean Out Box	EA	\$ 1,500.00	\$ 300.00	\$ 500.00
37	Furnish and Install Electrical/Street Lighting Lighting Box	EA	\$ 1,500.00	\$ 350.00	\$ 500.00
	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)				
38		EA	\$ 800.00	\$ 25.00	\$ 100.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$ 850.00	\$ 10.00	\$ 50.00
40	Remove and Re-install hand-Rails	LF	\$ 1,200.00	\$ 50.00	\$ 500.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	LF	\$ 2,500.00	\$ 150.00	\$ 800.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$ 160.00	\$ 200.00	\$ 170.00
43	Remove and Reset Existing Fences	LF	\$ 30.00	\$ 70.00	\$ 200.00

MILLING & RESURFACING OF ASPHALT CONCRETE		
44	Rework Limerock Base +/- 3 inches	CY
45	Remove and replace 8 inch Limerock base	CY
46	New Limerock 8 inch base	CY
47	FDOT Type S III - Asphalt Concrete	TN
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN
49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN
52	Adjust Valve Boxes	EA
53	Adjust Manhole	EA
54	Replace Manhole Rim and Cover	EA
55	Replace Valve Box Cover/Riser	EA
56	Replace Traffic Loops	EA
57	Milling Existing Asphalt Concrete - 1" Cut	SY
58	Milling Existing Asphalt Concrete - 1.5" Cut	SY
59	Milling Existing Asphalt Concrete - 2" Cut	SY
60	Milling Existing Asphalt Concrete - 3" Cut	SY
61	Milling Existing Asphalt Concrete - 4" Cut	SY

\$	100.00
\$	400.00
\$	300.00
\$	250.00
\$	300.00
\$	350.00
\$	250.00
\$	350.00
\$	250.00
\$	500.00
\$	1,000.00
\$	1,000.00
	No Bid
\$	3.00
\$	3.50
\$	4.00
\$	5.00
\$	6.00

\$	10.00
\$	25.00
\$	25.00
\$	170.00
\$	170.00
\$	170.00
\$	170.00
\$	170.00
\$	200.00
\$	250.00
\$	700.00
\$	400.00
\$	2,500.00
\$	2.00
\$	2.25
\$	3.00
\$	3.75
\$	4.00

No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid





LANE DELINEATORS		
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA

No Bid
No Bid

\$	130.00
\$	130.00

No Bid
No Bid

## ADDENDUM NO. 1

INVITATION TO BID (ITB) NO. 2023-422-DF

CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE,  
STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS

September 5, 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. REVISION: ITB DUE DATE AND TIME. The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Tuesday, September 12, 2023.**

All bids received and time stamped through BidSync, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids 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.

**II. ATTACHMENT**

Attachment A – Manhole Specifications

**III. RESPONSES TO QUESTIONS RECEIVED:**

Q1: Can the City clarify if line items 40 and 41 should be in linear foot (LF) instead of each (EA)?

**A1: Correct. Lines 40 and 41 are to be priced in linear feet.**

**Regarding lines 40 and 41 on the Cost Proposal Form, Each (EA) is hereby struck and replaced with linear feet (LF). Any bid received for lines 40 (remove and reinstall handrails) and 41 (furnish and install pedestrian handrails) shall be considered to have been submitted for linear feet pricing.**

Q2: In regards to line item 54 and 55, can the City provide specifications on all manhole and valve boxes used in the City?

**A2: Information regarding the valve boxes can be found within the City's Public Works manual found in the following link ([https://www.miamibeachfl.gov/wp-content/uploads/2021/10/Final-PWM\\_September-2021-External.pdf](https://www.miamibeachfl.gov/wp-content/uploads/2021/10/Final-PWM_September-2021-External.pdf)). For information regarding manholes, see Attachment A.**

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](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: <a href="mailto:DannyFlores@miamibeachfl.gov">DannyFlores@miamibeachfl.gov</a>
--------------------------	---------------------------------------	--

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

Sincerely,



Kristy Bada

Procurement Contracting Manager

ATTACHMENT A

MIAMIBEACH

---

# Manhole Specifications

---

2023-422-DF

Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing of  
Asphalt Concrete, Striping of City Streets  
and Parking Lots, and Lane Delineators

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

USF 7630 VALVE BOX AND COVER SERIES

[Back](#)

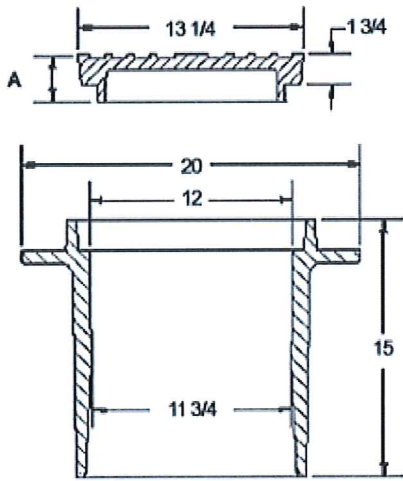
[Summary](#)

[Drawing](#)

[Add to Project](#) ▾



MIAMI-DADE WATER & SEWER NO. 3 STANDARD



Cover Information

Cover Type

FD  
FV

Load Rating

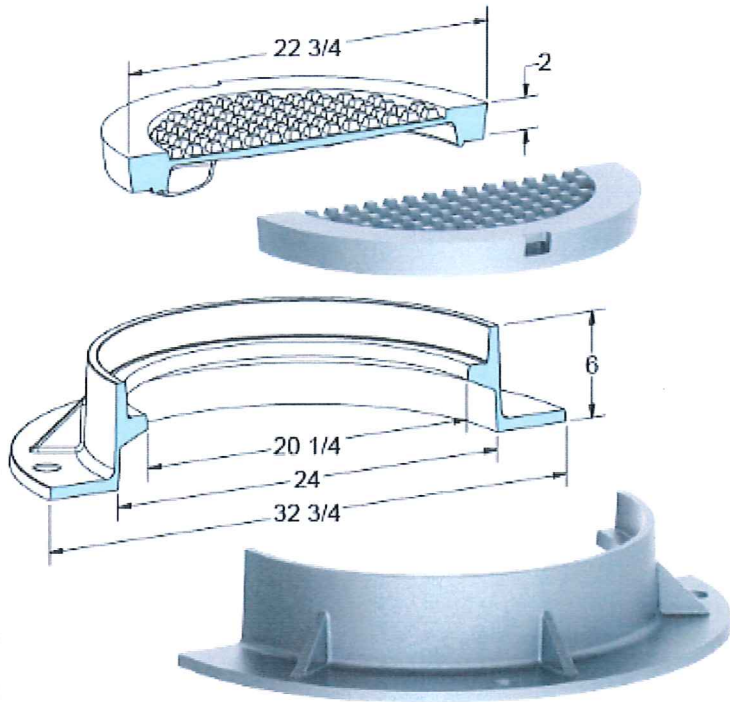
HEAVY DUTY  
HEAVY DUTY

DIM "A"

3  
5.75

USF 240 RING AND COVER SERIES

- [Back](#)
[Summary](#)
[Drawing](#)
[Lettering](#)
[Add to Project](#)



Available Covers

Cover Type	Drawing	Lettering	Load Rating
A	<a href="#">Drawing</a>	<a href="#">Lettering</a>	HEAVY DUTY
B	<a href="#">Drawing</a>	<a href="#">Lettering</a>	HEAVY DUTY
C	<a href="#">Drawing</a>	<a href="#">Lettering</a>	HEAVY DUTY
D	<a href="#">Drawing</a>	<a href="#">Lettering</a>	HEAVY DUTY
G	<a href="#">Drawing</a>	<a href="#">Lettering</a>	HEAVY DUTY

USF 240-B SHOWN STANDARD TYPE B MANHOLE RING AND COVER

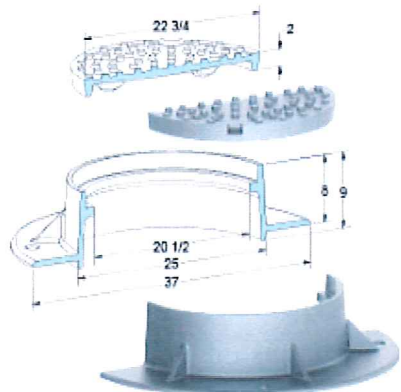
Specify lettering, if required.

Also Available

Grate#	Water Tight "O" Ring	Double Cover	Design ID	Design Type
3125	B COVER	A,B,C,G COVER		

USF 310 RING AND COVER SERIES

- Back
- Summary
- Drawing
- Lettering
- Add to Project ▼



USF 310-A SHOWN

Specify lettering, if required.

Also Available

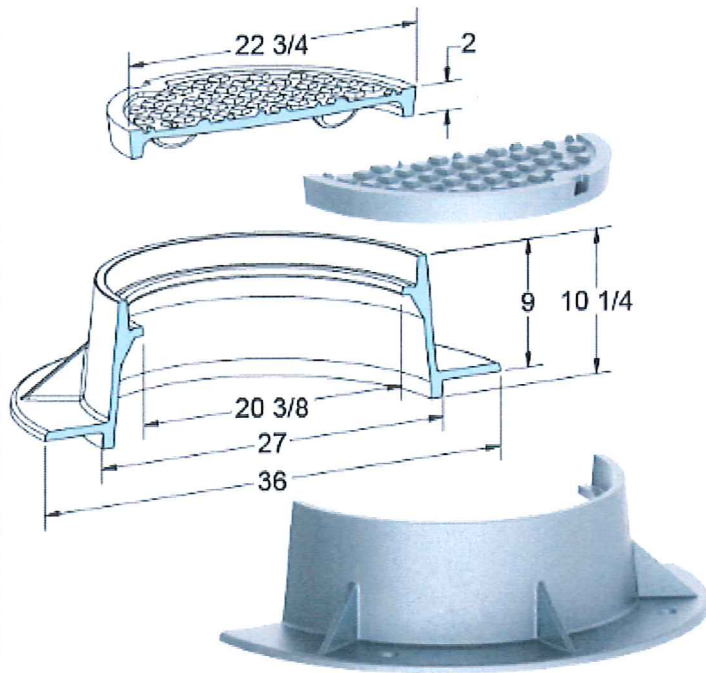
Grate#	Water Tight "O" Ring	Double Cover	Design ID	Design Type
3165	A COVER	A,B,C,G COVER		

Available Covers

Cover Type		Load Rating
A	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
B	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
C	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
D	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
G	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
GR	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
LR	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
NU	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
O	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY
OE	<a href="#">Drawing</a> <a href="#">Lettering</a>	HEAVY DUTY

USF 355 RING AND COVER SERIES

- [Back](#)
[Summary](#)
[Drawing](#)
[Lettering](#)
[Add to Project](#)



Available Covers

Cover Type	Lettering	Load Rating
A	Drawing Lettering	HEAVY DUTY
B	Drawing Lettering	HEAVY DUTY
C	Drawing Lettering	HEAVY DUTY
D	Drawing Lettering	HEAVY DUTY
G	Drawing Lettering	HEAVY DUTY
LB	Drawing Lettering	HEAVY DUTY
OB	Drawing Lettering	HEAVY DUTY

USF 355-G SHOWN MOBILE, ALABAMA STANDARD

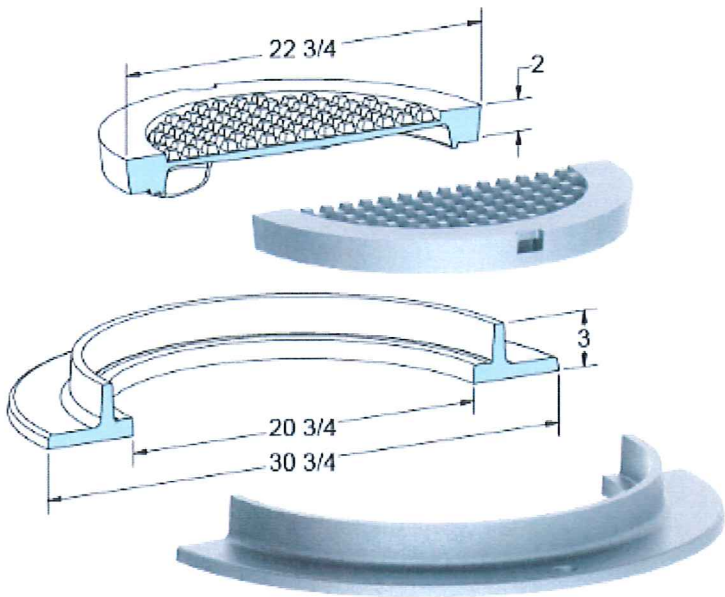
Specify lettering, if required.

Also Available

Grate#	Water Tight "O" Ring	Double Cover	Design ID	Design Type
3160	G COVER	A,B,C,G COVER	485	W/O Mud Ring

USF 440 RING AND COVER SERIES

- [Back](#)
[Summary](#)
[Drawing](#)
[Lettering](#)
[Add to Project](#)



USF 440-B SHOWN STANDARD TYPE B-1 MANHOLE RING AND COVER

Specify lettering, if required.

Available Covers

Cover Type	Drawing Lettering	Load Rating
A	Drawing Lettering	HEAVY DUTY
B	Drawing Lettering	HEAVY DUTY
C	Drawing Lettering	HEAVY DUTY
D	Drawing Lettering	HEAVY DUTY
G	Drawing Lettering	HEAVY DUTY
A-1	Drawing Lettering	HEAVY DUTY
C-1	Drawing Lettering	HEAVY DUTY

Also Available

Grate#	Water Tight "O" Ring	Double Cover	Design ID	Design Type
3180	B COVER	A,B,C,G COVER		

END OF ATTACHMENT



Invitation to Bid (ITB)  
2023-422-DF

Concrete Curbing/Sidewalk Construction, Milling and  
Resurfacing of Asphalt Concrete, Striping of City Streets  
and Parking Lots, and Lane Delineators

---

**TABLE OF CONTENTS**

**SOLICITATION SECTIONS:**

0100 INSTRUCTIONS TO BIDDERS .....

0200 GENERAL TERMS AND CONDITIONS .....

0300 BID SUBMITTAL INSTRUCTIONS & FORMAT.....

**APPENDICES:**

APPENDIX A MINIMUM REQUIREMENTS, SPECIFICATIONS, AND SPECIAL CONDITIONS

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) ([www.periscopeholdings.com](http://www.periscopeholdings.com) or [www.bidsync.com](http://www.bidsync.com)) 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 City is seeking to establish a push-button contract (Please refer to Appendix A, Section C2.1. Roadmaps for an explanation of the push-button process), by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified herein, in Appendix A. Bidders are not required to provide bid line item pricing for all line items found in Appendix B – Cost Proposal Form to be considered for award.

The previous Invitation to Bid (ITB) 2018-033-ND has exhausted all contractual renewal options and is set to expire on November 07, 2023. The average annual expenditure for the services is \$3,300,000.00.

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

ITB Issued	August 16, 2023
Pre-Bid Meeting	August 25, 2023 at 10:00 am ET <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> Meeting ID: 294 174 860 443 Passcode: xMGNm6 <a href="#">Download Teams</a>   <a href="#">Join on the web</a>  <b>Or call in (audio only)</b> Phone Number: 786-636-1480 Phone Conference ID: 264 286 537, then #
Deadline for Receipt of Questions	August 30, 2023 at 5:00 pm ET

Responses Due	<p>September 11, 2023 at 3:00 pm ET</p> <p><b>Join on your computer, mobile app or room device</b></p> <p><a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 278 214 064 981  Passcode: QUMvZ9  <a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Or call in (audio only)</b></p> <p>Phone Number: 786-636-1480  Phone Conference ID: 202 803 827, then #</p>
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:** Danny Flores, Procurement Contracting Officer  
**Telephone:** 305-673-7000, Ext. 26652  
**Email:** [dannyflores@miamibeachfl.gov](mailto:dannyflores@miamibeachfl.gov)

Additionally, the City Clerk is to be copied on all communications via e-mail at: [RafaelGranado@miamibeachfl.gov](mailto: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.

**5. PRE-BID MEETING OR SITE VISIT(S).** 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, mobile app or room device**

[Click here to join the meeting](#)  
Meeting ID: 294 174 860 443  
Passcode: xMGNm6  
[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

Phone Number: 786-636-1480  
Phone Conference ID: 264 286 537, then #

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 *Periscope S2G*. Any prospective bidder 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 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 at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or 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](mailto: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 consideration. After considering the staff recommendation for award, the City Manager shall exercise his 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 BIDSINC).** 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 [www.bidsync.com/Miami-Beach](http://www.bidsync.com/Miami-Beach). 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 <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at [support@bidsync.com](mailto:support@bidsync.com) 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

(<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) 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 [vendorsupport@miamibeachfl.gov](mailto:vendorsupport@miamibeachfl.gov).

**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: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

**16. BINDING CONTRACT.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission, or as delegated by the City Commission. Said award shall constitute a binding Contract between the City and the awarded bidder(s). In case of default on the part of the successful bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance. The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**Balance of Page Intentionally Left Blank**

**SECTION 0200**

**GENERAL TERMS AND 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/>

**GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS.** By virtue of submitting a bid in response to this ITB, Bidder agrees that all work shall be bound by and in compliance with the General Conditions for Construction Contracts (dated 4/13/20), incorporated herein, located at:

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

**Balance of Page Intentionally Left Blank**

## **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 [S2G@periscopeholdings.com](mailto:S2G@periscopeholdings.com). 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.**

**2. NON-RESPONSIVENESS.** 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 (if applicable).

**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 BidSync.

**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.**

**Balance of Page Intentionally Left Blank**

# APPENDIX A

# MIAMI BEACH

---

## Minimum Requirements, Specifications, and Special Conditions

---

ITB 2023-422-DF  
Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing of  
Asphalt Concrete, Striping of City Streets  
and Parking Lots, and Lane Delineators

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

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

1. **FOR LINE ITEMS 1-61 Concrete Curbing/Sidewalk Construction and Milling and Resurfacing of Asphalt Concrete** Prospective Bidder (defined as the Firm) must be a State of Florida Certified or a Miami Dade County Licensed General Contractor.

**Required Submittals:** Submit license number.

2. **FOR LINE ITEMS 62-97 Striping of City Streets and Parking Lots** Prospective Bidder (defined as the Firm) must be a State of Florida Certified or a Miami Dade County Licensed General Contractor.

**Required Submittals:** Submit license number.

3. **FOR LINE ITEMS 98-118 Painting and Striping of Green Bicycle Lanes, Red-Transit Lanes, Other Colored Pavement, Standard Paint, and Special Markings** Prospective Bidder (defined as the Firm) or its principal(s) shall have completed or is completing at least three projects, within the last five years, consisting of painting and striping bicycle lanes, dedicated transit lanes, special color pavement, or other similar work on public right of way.

**Submittal Requirements:** For each project, each bidder shall provide the following: awarding agency, agency contacts, a brief description of the project, project cost(s), if the experience is that of a principal provide the name of the principal.

**C2. Statement of Work Required.**

The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, mobilization, demobilization, maintenance of traffic (MOT), permits, lane closure requests, supplies, equipment, materials, disposal of removed materials, services and incidentals necessary for concrete/curbing and sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of City streets and parking lots in accordance with the bid documents.

***CONTINUED ON NEXT PAGE***

**C2.1. 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:

Item Number	Description	Unit	Est. Qty.	ABC Company	XYZ Company	123 Company
				Unit Price	Unit Price	Unit Price
0102-74-	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	4	\$ 20.00	\$ 22.00	\$ 18.00
0110-4-2	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
Project award to XYZ Company			<b>TOTAL</b>	<b>\$320.00</b>	<b>\$280.00</b>	<b>\$352.00</b>

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. General Specifications and Special Provisions.**

**3.1 Control of the Work**

**3.1.1 Inspectors:** Inspectors employed by the City shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the materials to be used. An inspector may be stationed at the worksite to report to the Engineer as to the progress of the Work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract, and to call to the attention of the Contractor any such failure or other infringements. Such inspection, however, shall not relieve the Contractor from any obligation to perform all the Work strictly in accordance with the requirements of the Specifications. In case of any dispute arising between the Contractor and the inspector as to material furnished or the manner of performing the Work, the inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer. The inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications, approve or accept any portion of work, nor issue instructions contrary to the

Plans and Specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Engineer in any way, nor releasing the Contractor from fulfillment of the terms of the Contract. Ordinarily one inspector will be employed by the City for each section of the Work under Contract; but if, on account of any apparent disregard of these Specifications, additional inspectors shall be required, they will be employed by the City at the rate of \$150.00 per diem each, and the cost of same charged to the Contractor and deducted from the final payment.

- 3.1.2 Inspection:** The Contractor shall provide the Engineer with for the information to ascertain whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract.

If the Engineer requests it, the Contractor shall at any time before final acceptance of the Work remove or uncover such portions of the finished Work as may be directed. After examination the Contractor shall restore said portions of the Work to the standard required by the Specifications.

Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

- 3.1.3 Failure to Remove and Renew Defective Materials and Work:** Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these Specifications within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or Work to be removed and renewed, or such repairs as may be necessary, to be made at the Contractor's expense. Any expense incurred by the City in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due to the Contractor; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and in an acceptable manner shall be sufficient cause for the City, at its option, to purchase materials, tools, and equipment and employ labor or contract with any other individual, firm, or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due or which may become due. Any work performed, as described in this paragraph, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

- 3.1.4 Final Inspection:** Whenever the Work provided and contemplated by the Contractor shall have been satisfactorily completed and the final cleaning up performed, the Engineer shall

within ten (10) days, unless otherwise provided, make the final inspection.

## **3.2 Control of Material**

**3.2.1 Source of Supply and Quality of Materials:** At the option of the Engineer the source of supply for each of the materials shall be approved by the Engineer before the delivery is started. Representative preliminary samples of the character and quality described shall be submitted by the Contractor or producer/manufacturer for examination and tested in accordance with the methods referred to under Samples and Tests, Section 1.4.2, below. Only materials conforming to the requirements of these Specifications and approved by the Engineer shall be used in the Work. All materials proposed to be used may be inspected or tested at any time during their preparation and use.

If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which after approval has in any way become unfit for use shall be used in the Work.

**3.2.2 Samples and Tests:** For the purpose of assisting his judgment, the Engineer may require any or all materials to be subject to test by means of samples or otherwise, as he may determine. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found in accordance with the requirements of the Specifications and are acceptable. The Contractor in all cases shall furnish and deliver the required samples without charge. Samples shall be furnished sufficiently in advance so that the results of the required tests may be secured prior to the incorporation of the material in the Work.

The manner of collecting and testing samples, as well as all apparatus and equipment used for this purpose, shall conform to the A.S.T.M. Current Standards or Tentative Standards, as the case may be, insofar as these are applicable-unless specifically stated otherwise.

**3.2.3 Storage of Materials:** Materials shall be stored so as to insure their preservation and quality and fitness for the Work, and shall be so located as to facilitate prompt inspection. Materials improperly stored may be rejected without testing.

**3.2.4 Defective Materials:** All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply with any order from the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or which may become due to the Contractor.

## **3.3 Legal Relations and Responsibility to the Public**

**3.3.1 Permits, Licenses, & Occupational Licenses:** The Contractor shall procure all permits and licenses as required. There will be no charge for the construction permits issued by the City of Miami Beach. The Contractor shall also give all notices necessary and incident to the due and lawful prosecution of the Work.

**3.3.2 Right of Way:** In cases where the Work is done on private property the City guarantees the Contractor the right-of-way for the construction of the Work, but the Contractor must take all precautions not to inconvenience the tenant or property owner any more than necessary. The right is reserved to omit any sections of the Work which depend upon a right-of-way grant in case such right-of-way is denied by the City.

The Contractor shall have no claims for damage due to delay by the City in furnishing necessary right-of-way, but should any such delay occur the Contractor shall be entitled to such extension of time for the completion of his Contract as may be determined by the City to be reasonable.

In case of damage to the Work on account of work so done, the Engineer may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Engineer shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

**3.3.3 Restoration of Surfaces Opened by Permit:** Any individual, firm, or corporation wishing to make an opening in the street must secure a permit from, and will be required to deposit security with, the Engineer, in a suitable amount to cover the cost of making the necessary repairs, and the Contractor shall not allow any person or persons to make an opening unless a duly authorized permit from the City is presented.

The right is reserved to lay in the street or to repair any sewer, drain, conduit, main, or service pipe or their accessories at any time before the completion of the Work. The Contractor is to exercise such supervision thereof as will protect him against defects in the finished Work.

In case of damage to the Work on account of work so done, the Engineer may direct the Contractor to make the necessary repairs, and payment for such repairs will be made as provided under "Extra Work." Should the Contractor refuse or neglect to make the said repairs within the time specified, the Engineer shall have the authority to cause such repairs to be made, in which case the Contractor shall not be relieved in any way from his responsibility for the Work performed by him.

**3.3.4 Sanitary Provisions:** Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of State and County Boards of Health. He shall commit no public nuisance.

**3.3.5 Public Convenience and Safety:** Contractor shall conduct the Work so as to insure the

least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the Work in a manner satisfactory to the Engineer. Materials and equipment stored at the worksite shall be done so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

- 3.3.6 Closing Streets:** Streets shall not be closed except when and where directed by the Engineer. Whenever the street is not closed, the Work must be conducted so that there shall at all times be a safe passageway for traffic.

Whenever it is necessary to divert traffic from any part of the Work, the Contractor shall provide and maintain a passable driveway as directed by the Engineer.

Suitable barricades, danger warnings, detour signs, light towers, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Engineer's office, the City's Neighborhood Affairs Department, and the Fire Department shall immediately be notified by telephone or otherwise upon the closing and/or opening of each street or section thereof.

- 3.3.7 Barricades, Warnings, and Detour Signs:** The Contractor shall provide, erect, and maintain, at his own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He shall place sufficient lights on and/or near the Work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protection about the Work; provide all watchmen by day or night and take all other precautions that may be necessary; shall maintain proper guards and tower lights for the prevention of accidents upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the Work and public convenience and safety.

Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the Work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

### **3.3.8 Maintenance of Traffic**

**3.3.8.1** Work shall be conducted in such a manner that all streets shall be open to traffic at night, except as noted in 3.3.8.6. Approved and sufficient barricades, signs and lighting shall be maintained at all times during construction and for the safety of the public and traffic, and to insure that no traffic will pass over the placed material until the material is cured.

**3.3.8.2** Work areas must be barricaded by the Contractor 24 hours prior to commencement of the work.

**3.3.8.3** It will be the responsibility of the Contractor to provide all barricades, signs, and lighting in accordance with the above stated requirements. The Contractor shall be

responsible for providing an off duty police officer, if necessary to complete the job.

**3.3.8.4** The cost of law enforcement officers will be provided as a pass-through cost only.

**3.3.8.5** Contractor shall submit a temporary traffic control plan as part of the City's Right of Way permitting process, as required, and shall be signed and sealed by an FDOT Approved TTC Certified Technician. Plans shall be submitted to the city at least 14 days prior to the start of construction. MOT plans to comply with the City of Miami Beach Right Of Way Department Requirements.

**3.3.8.6** The City might require the contractor to work during night hours. The Contractor will be responsible for providing light towers and all barricades, signs, arrow boards, as required. No additional compensation will be paid to the Contractor for work during night hours. Work during night hours require approval and a noise waiver from the City of Miami Beach Right of Way Department.

**3.3.8.7** Contractor is to ensure each residences and businesses have a safe, stable, and reasonable access throughout the duration of the project.

**3.3.9 Fire Hydrants, Gutters, Etc.:** Fire hydrants on or adjacent to the Work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches will not be permitted.

**3.3.10 Use of Explosives:** The use of explosives will not be permitted without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department. Where such permission for the use of explosives is obtained the Contractor shall use the utmost care so as not to endanger life or property. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES," and shall be in the care of competent individual.

**3.3.11 Preservation of Property:** The Contractor shall preserve from danger all property along the line of Work, the removal or destruction of which is not called for by the Plans. This applies to public utilities, trees, lawns, buildings, fences, bridges, pavements, and other structures, monuments, pipe, underground structures, etc., and wherever such property is damaged due to the activities of the Contractor it shall be immediately restored to its original condition by the Contractor and at his own expense.

The Contractor shall give due notice to any department or public service corporation controlling manholes, valve jackets, meter boxes, street monuments, etc., prior to adjusting them to grade, and shall be held strictly liable to the City if any such appliances are covered up during the construction of the Work.

In such case of failure on the part of the Contractor to restore any such property, or make good any damage or injury thereto, the Engineer may, upon forty-eight hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract. Nothing in this clause shall prevent the Contractor from

receiving proper compensation for the removal or replacement of any public or private property when same is made necessary by alteration of grade or alignment, and such work is authorized by the Engineer, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

**3.3.12 Responsibility for Damage:** The Contractor shall indemnify and hold harmless the City, agents, and employees from all suits, actions, or claims of any character, name, and description brought for, or on account of, any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor, or by, or in consequence of, any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the improvement, or by, or on account of any act of omission, neglect, or misconduct of the said Contractor, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workmen's Compensation Law" or any other laws, by-laws, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the Engineer may be retained for the use of the City, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Engineer.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract and his bonds will not be released by final acceptance and payment by the City unless all such claims are paid or released.

**3.3.13 Contractor Responsibility for Work:** Until acceptance of the Work by the Department it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause whatsoever arising from the execution or from the non execution of the Work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance except such ordinary wear and tear as may be due to use on sections opened for service, as hereinafter provided.

**3.3.14 Opening of Section of Work for Service:** Whenever, in the opinion of the Engineer, any portion of the Work is in acceptable condition for use it shall be opened for service as may be directed and such opening shall not be held to be in any way an acceptance of the Work or any part of it or as a waiver of any provisions of these Specifications and Contract. Necessary repairs or renewals made on any section of the Work due to its being opened for use under instructions from the Engineer, to defective materials or work, or to natural causes other than ordinary wear and tear, pending completion and acceptance of the Work, shall be performed at the expense of the Contractor.

**3.3.15 No Waiver of Legal Rights:** The City reserves the right, should an error be discovered in the partial or final estimates, or should conclusive proofs of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the work and materials.

**3.3.16 Liabilities and Duties of Contractor Not Limited:** The mention of any specific duty or liability upon the Contractor in any part of the Specifications shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by the Specifications, said reference to any specific duty or liability being for purposes of explanation only. No waiver of any breach of the Contract shall constitute a waiver of any subsequent breach of any part thereof, nor of the Contract.

### **3.4 Prosecution and Progress**

**3.4.1 Subletting or Assigning Contracts:** The Contractor will not be permitted to sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein to any individual, firm, or corporation without the written consent of the City. In case such approval is given, the Contractor must file with the Engineer copies of all sub-contracts. No sub-contracts or transfer of Contract shall in any case release the Contractor of his liability under this Contract and Bond.

**3.4.2 Progress of Work:** It is understood and agreed that the Contractor shall commence work no later than the time limit for beginning as set forth in the attached Proposal, and shall provide an adequate force of labor and equipment to prosecute the Work at as many different points as may be deemed necessary by the Engineer so as to insure the completion of the same within the time limit for completion as set forth in the attached Proposal or Contract, except that where the Contractor has more than one uncompleted Contract with the City, he is not to commence another Contract nor place materials on the streets thereof without the consent of the Engineer.

**3.4.3 Limitations of Operations:** The work is to be confined, at any one time, to an area not to exceed 1,500 feet in length; and while the work is actually going on, as much as half this length may be barricaded to entirely exclude traffic, but not over half; nor will two consecutive street intersections be allowed to be entirely closed to exclude traffic except by written consent of the Engineer. Street traffic is not to be needlessly obstructed and no street is to be opened to traffic until the Engineer gives his consent. The Contractor may erect or maintain along the lines of his work such tool boxes, sheds, storehouses, or other buildings as may be necessary, provided such structures do not interfere with the reasonable use of the streets or sidewalks. The size, location, and construction of these must be subject to the approval of the Engineer.

The Contractor hereby agrees to arrange his work and dispose his materials so as not to interfere with the operations of other contractors engaged upon adjacent work and to join his work to that of others in a proper manner in accordance with the spirit of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other Contractors, all as may be directed by the Engineer.

Each Contractor shall be held responsible for any damage done by him or his agents to the work performed by another Contractor. Each Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times.

**3.4.4 Character of Workmen and Equipment:** The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in his opinion, incompetent, unfaithful, disorderly, or insubordinate such person shall, upon notice, be discharged from the Work and shall not again be employed on it except with written consent of the Engineer.

All workmen must have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work, or in any trade, shall have had sufficient experience in such work to properly and satisfactorily perform it and to operate the equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in these Specifications. Otherwise the Engineer may take action as above prescribed.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment, or force for the proper prosecution of the Work, the Engineer may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with. The equipment used on any portion of the Work shall be such that no injury to the roadway, adjacent property, or other highways will result from its use; and no item of machinery or equipment, after once being placed on the Work, shall be removed without the consent of the Engineer.

**3.4.5 Temporary Suspension of Work:** The City or Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and erect temporary structures where directed. The Contractor shall not suspend the Work and shall not remove any equipment, tools, lumber, or other materials without the written permission of the Engineer.

No allowance of any kind will be made for such suspension of work except an equivalent extension of time for completion of the Contract.

**3.4.6 Computation of Contract Time for Completion of the Work:** Contractor shall perform fully, entirely, and in accordance with these Specifications the Work contracted for within the specified time stated in the attached Proposal. In adjusting the contract time for the completion of the Work, the length of time expressed in days, during which the prosecution of the Work has been delayed in consequence of any suspension of work ordered by the Engineer, or omission of the City and not by any fault of the Contractor, shall be added to

the contract time as set forth in the attached Proposal, all of which shall be determined by the Engineer, and whose determination shall be binding and conclusive upon both parties to the Contract. If the satisfactory execution and completion of the Contract, shall require work or material in greater value than set forth in the Contract, then the Contract time shall be increased in the same ratio as the additional value bears to the original value contracted for. No allowance shall be made for delay or suspension of the prosecution of the work due to fault or negligence of the Contractor.

No claim for damages shall be made or allowed on account of delay or postponement occasioned by the precedence of other contracts which may be either let or executed before the execution of the Contract, or on account of the streets or structures adjacent to the Work not being in the condition contemplated by the parties at the time of making the Contract, or on account of delay in the removal of obstructions; but if the Contractor shall be delayed in the performance of his work by reason of the streets or structures adjacent to the Work not being in condition contemplated, or on account of delay in the removal of obstructions, or by reason of the Work or any part thereof being suspended on account of other contracts, or for any other reason, such allowance of time will be made as the Engineer shall deem reasonable.

**3.4.7 Failure to Complete the Work on Time:** The Work to be done under this Contract is to be begun on or before the date set forth in the attached Proposal, and shall be prosecuted with proper dispatch towards completion to the satisfaction of the Engineer, and is to be fully completed within the time limit set forth in the attached Proposal, and it is understood and agreed that the time limit for the completion of said Work is of the essence of the Contract, and should the Contractor fail to complete the Work on or before the date specified it is agreed that for each calendar day that any work shall remain uncompleted, after the time specified in the attached Proposal, with any extension of time which may be allowed by the Engineer for the completion of the Work provided for in these Plans, Specifications, Special Provisions, and Contract, the sum per day given in the following schedule shall be deducted from the monies due to the Contractor, not as a penalty but as liquidated damages and added expense for supervision on each Contract.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work or for its non- performance. Nothing in this clause shall be construed as limiting the right of the City to declare the Contract forfeited, to take over the Work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Contract as set forth and provided for in the General Provisions, Special Provisions, and Specifications herein contained.

**3.4.8 Annulment of Contract:** If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied

for a period of forty eight (48) hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the Engineer may give notice in writing to the Contractor and his Surety of such delay, neglect, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the City shall upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in its opinion shall seem advisable for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the City, together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due to said Contractor. In case the expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.

**3.4.9 Termination of Contractor's Responsibility:** This Contract will be considered complete when all Work has been completed, final inspection made, and the Work accepted by the Department as hereinafter provided. The Contractor will then be released from further obligation except as set forth in his bond.

### **3.5 Measurement and Payment**

**Acceptance and Final Payment:** Whenever the improvement provided for under this Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been approved by the Engineer according to the Contract, and all trash, debris, equipment, and other things used in the construction removed from the site of the construction and from the adjoining land, the Engineer, after final inspection as provided herein, shall certify such fact to the Department in writing, recommending the acceptance of the Work.

Upon acceptance of the Work by the Department, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior certificates or estimates upon which payments have been made being approximate only and subject to correction in the final estimate.

The amount of the Final estimate, less any sums that may have been deducted or retained under the provisions of this Contract, will be paid to the Contractor within thirty (30) days after the Final estimate has been approved by the Department, provided that the Contractor has furnished to the City, a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the Work done under this Contract. Upon this final payment the City is to be released from all liability whatever growing out of this Contract.

**3.6 Mobilization and Demobilization:** It will be the responsibility of the Contractor to cover all costs associated with mobilization and demobilization at all times for the duration of the project.

### **3.7 Special Provisions**

**3.7.1 Protection to Public:** The Contractor shall erect and maintain barricades and warning signs to protect the public during the course of the work. The Contractor shall take every precaution to protect the abutting properties and minimize the possibility of damage to same. Contractor shall be liable for restoration of all property including City property.

**3.7.2 Permits:** The Contractor shall procure all permits and licenses as required; however, there will be no charge for the construction permits issued by the City of Miami Beach.

**3.7.3 Conflict between Special Provisions and General Provisions:** In case of conflict between the requirements of Special Provisions and General Provisions, the requirements of the Special Provisions will prevail.

**3.7.4 Limitations of Operations:** No work shall be accomplished on Saturdays and Sundays. No work shall take place between the hours of 6:00 p.m. and 7:00 a.m.; however, the Contractor may take necessary precautions to protect work already accomplished. For any work that the contractor finds necessary to provide during the above days and times, the Contractor must obtain written authorization from the Public Works or Parking Dept. Director, or designated Representative.

## **C4. Specifications**

### **4.1 Scope of Work**

The applicable portions of the Miami Beach Public Works Manual and the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, 2023 Edition, and its supplements, as amended, shall establish the minimum standard for all work performed as a result of this ITB and shall be further supplemented and amended by the General Specifications and Special Provisions contained herein.

Wheelchair curb ramps shall be constructed to be in full compliance with all Americans with Disabilities Act (ADA) Accessibility Guidelines standards and Florida Accessibility Code standards, as well as any other required and relevant standards.

### **4.2 Technical Specification for Concrete Curbing/Sidewalk Construction (Line items 1-43)**

The Contractor shall provide all supervision, labor, materials (including forming), maintenance of traffic and equipment required to complete the work, at a site or sites designated by the City. All work provided pursuant to this Contract shall abide by the Miami Beach Public Works Manual, as amended.

**4.2.1** Concrete Sidewalk (4" thick) outside of driveways per Miami Beach Public Works Manual.

**4.2.2** Concrete Sidewalk or Driveway (6" thick): with Welded Wire Fabric 6" x 6" x 10 10G through driveways per Miami Beach Public Works.

- 4.2.3** Removal and replacement of existing curbs, gutters and/or sidewalks. These items include removal and replacement of existing concrete and disposal of materials to legal dumping sites provided by the Contractor.
- 4.2.4** Concrete curb and gutter/valley gutters shall be installed using #5 reinforcing steel rods and compacted limerock base per Miami Beach Public Works Manual.
- 4.2.5** Construction of pedestrian ramps in sidewalks and street's mid-block shall be in accordance with the City of Miami Beach Detail, Pedestrian Ramps in Public Right-of-Way and in coordination with the City ADA Coordinator. It shall include the cost of removal of existing sidewalk and the preparation of the base as described herein.
- 4.2.6** **Extra Strength Concrete (4,000 psi):** All cement concrete mix items shall be FDOT approved Portland Cement Concrete Type I having a minimum 28 day compressive strength of 3,000 psi, unless 4,000 psi Portland Cement Concrete is specified. This item has been established to compensate the bidder for the difference in cost of utilizing this higher strength concrete.

When 4,000 psi concrete is specified, the Contractor shall be paid the Contract unit price bid for sidewalk or curb and gutter, as appropriate, and shall also be paid the contract unit upcharge price bid for 4,000 psi concrete. The quantity to be paid for shall be the actual volume, in cubic yards, of 4,000 psi concrete in place and accepted.

- 4.2.7** **Colored Concrete Sidewalks and Ramps:** All concrete used in the replacement or construction of sidewalks and pedestrian ramps shall be of Color Concrete mix as specified below unless directed otherwise by the City Engineer or their designee. Where quantities of concrete to be used in one pour is equal to, or more than, three (3) cubic yards, an integral colored concrete mix shall be used. The dust-on/dry-shake coloring shall be allowed only when the total concrete quantity in one work order is less than three cubic yards or if directed by the City Engineer or his/her representative:

- Integral Color Concrete Mix Design: Design mix to provide normal weight, regular or air-entrained pump mix concrete with a minimum of 470 lbs. of Portland cement to achieve 3,000 psi or more 28 day compressive strength. Mix Chromix® ML Admixtures Custom Color Designation: Miami Beach Red IV V073-20, as manufactured by L.M. Scofield Company, Douglasville, GA, 800-800-9900.

- 4.2.8** All concrete to be furnished must meet the South Florida Building Code requirements.

- 4.2.9** Partially hardened or re-tempered concrete shall not be acceptable.

- 4.2.10** **Bidders are Encouraged to Use Green Friendly Materials for Cement & Concrete**

- Coal fly ash
- Ground Granulated Blast Furnace Slag (GGBF)
- Cenospheres

- Silica Fumes

It is recommended that the Contractor use coal fly ash, ground granulated blast furnace (GGBF) slag, cenospheres and silica fumes are recovered materials that are readily available in some areas for use as ingredients in cement or concrete. Coal fly ash is a byproduct of coal burning at electric utility plants. Slag is a byproduct of iron blast furnaces. The slag is grounded into granules finer than Portland cement and can be used as an ingredient in concrete. Cenospheres are small, inert, lightweight, hollow, glass spheres that are a component of coal fly ash. They can be added to cement to produce a specialty, high performance concrete. Silica fume is a waste material recovered from alloyed metal production. It can also be added to cement to produce a high performance concrete.

*Environmental Protection Agency (EPA) Standards to follow:*

- Replacement rates of coal fly ash for cement in the production of blended cement generally do not exceed 20-30 percent, although coal fly ash blended cements may range from 0-40 percent coal fly ash by weight, according to [ASTM C 595](#), for cement Types IP and I(PM). Fifteen percent is a more accepted rate when coal fly ash is used as a partial cement replacement as an admixture in concrete.
- According to [ASTM C 595](#), ground granulated blast furnace (GGBF) slag may replace up to 70 percent of the Portland cement in some concrete mixtures. Most GGBF slag concrete mixtures contain between 25 and 50 percent GGBF slag by weight. EPA recommends that procuring agencies refer, at a minimum, to ASTM C 595 for the GGBF slag content appropriate for the intended use of the cement and concrete.
- According to industry sources, cement and concrete containing cenospheres typically contains a minimum of ten (10) percent cenospheres (by volume).
- According to industry sources, cement and concrete containing silica fume typically contains silica fume that constitutes five- to- ten (5-10) percent of cementitious material on a dry weight basis.

**ASTM C 595:** *This specification pertains to blended hydraulic cements for both general and special applications, using slag or pozzolan, or both, with portland cement or portland cement clinker or slag with lime. These cements are classified into two types: Type IS which is portland blast-furnace slag cement and Type IP which is portland-pozzolan cement. They can also be described according to air-entraining, moderate sulfate resistance, moderate heat of hydration, high sulfate resistance, or low heat of hydration properties. The cement shall conform to the chemical requirements prescribed. In addition, the cement shall undergo different tests to determine the following properties: chemical analysis, fineness by sieving, fineness by air-permeability, autoclave expansion, time of setting, air content of mortar, compressive strength, heat of hydration, normal consistency, specific gravity, water requirement, mortar expansions of blended cement and pozzolan, drying shrinkage, activity index with portland cement, and sulfate resistance.*

Recommended Specifications for Cement and Concrete Containing Recovered Materials	
Cement Specifications	Concrete Specifications
ASTM C 595, "Standard Specification for Blended Hydraulic Cements."	ASTM C 618, "Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."
ASTM C 150, "Standard Specification for Portland Cement."	ASTM C 311, "Standard Methods of Sampling and Testing Fly Ash and Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete."
AASHTO M 240, "Blended Hydraulic Cements."	ASTM C 989, "Ground Granulated Blast-Furnace Slag for Use in Concrete Mortars."
	AASHTO M 302, "Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars."
	American Concrete Institute Standard Practice ACI 226.R1, "Ground Granulated Blast-Furnace Slag as a Cementitious Constituent in Concrete."

Please refer to: <https://www.astm.org/>

**4.2.11 Concrete Pavers:** Install, and or remove, reset, and/or replace existing concrete pavers in roadways or pedestrian walkways as specified in the contract specific line item. Installation or repair of concrete edge restraints as specified in the contract line item must be built as per the Public Work Manual Detail 10-41. This may include compacted subgrade, concrete cast in place edge restraints 12" 3,000 psi concrete slab, steel reinforcing, 6x6-W1.4xW1.4 Welded Wire Mesh and a minimum of 1 ½" sand leveling course.

**4.2.12 Utility Boxes:** Removal and installation of utility boxes. All materials, including utility boxes shall be supplied by the Contractor, except when the utility box is provided by the City. Installation will include the removal of dirt to expose the utility box and the 12" thick pea rock base underneath the utility box. Utility boxes should be leveled with the surrounding sidewalk and supported at the base by brick or other method. Contractor must use the same utility boxes that are used by the City Public Work Department. Utility boxes In grass areas must be installed within a 3ftx3ftx6" thick concrete apron around the utility box. Brand and part numbers are provided below:

- 1" Meter box flared wall, CDR P/N WB00-1118-12 or approved equal
- Solid cover to read "water", CDR P/N WC00-1118-02 or approved equal
- 1.5" Meter box flared wall, CDR P/N WB00-1324-12 or approved equal
- Solid cover to read "water", CDR P/N WC02-1324-02 or approved equal
- 2" Meter box flared wall, CDR P/N WB00-1730-12 or approved equal
- Solid cover to read "water", CDR P/N WC00-1730-02 or approved equal
- 3" Meter box flared wall, CDR P/N WB02-2436-18 or approved equal

Solid cover to read "water", CDR P/N WC02-2436-03 or approved equal  
Clean out sewer box traffic rated, CDR P/N WB04-1015-H20 or approved equal  
Solid cover to read "sewer" bolt down, CDR P/N WC04-1015-02-45LPS or approved equal  
Electrical boxes will have covers that read "electrical"  
Street Lighting boxes will have a cover that read "Street Lighting"

- 4.2.13 Remove, furnish and/or** install hand rails according to ADA specifications, and as requested by the City ADA Coordinator. Hand rails will be typically made of 1-1/4 inches to 2 inches diameter, 32 in to 38 in above the walking surface, in compliance with ADA Chapter 5) , aluminum, core drilled, and grouted at the edge of sidewalk/ramp or as specified by the City. Shop drawings to be submitted to the City for approval.
- 4.2.14** Restoration and dressing of all replaced surfaces shall be accomplished by removal of all forms of broken concrete, rock and other debris and backfilling all abutting areas to the new concrete with proper soil and sod.
- 4.2.15** All areas of removal are to be done in a careful manner so as not to cause damage to abutting concrete surface. Saw cutting may be needed to prevent additional damage. Contractor has to protect monuments, survey pipes, metal castings, etc. encountered in the replacement or new work area, and shall make any necessary adjustments of these items so as to conform to the finish grade of his work. Contractor shall be responsible for restoring sidewalk anchors, flags, etc., which may be encountered, such as hurricane shutter fasteners in commercial areas.

Contractor shall be responsible for protecting, in a satisfactory manner to the City Engineer, and the Street Superintendent, any roof drainage pipe and any utility pipe encountered in the area of removal and replacement.

Temporary Cold joint or a solid steel plate will be required for every 40 L.F. to 60 L.F. of work, for any work that is not completed within a work day or as required by the City Engineer. Expansion joint material may be called for as directed by the Engineer. All areas removed by the Contractor are to be replaced and restored within two days of removal and shall be properly barricaded by the Contractor in the interim time.

**4.2.16 Limerock Base:** As specified in sub-article 4.3.1

#### **4.3 Technical Specifications for Milling and Resurfacing of Asphalt Concrete (Line Items 44-61)**

- 4.3.1 Limerock Base:** Rework (or rework and widen) the existing rock base or install new limerock base , by adding new limerock material as required and as specified in the contract line item in Appendix B. Meet the limerock material requirements as specified by the Florida Department of Transportation (FDOT) standards. The contractor may use limerock of either Miami Oolite or Ocala Formation but only use limerock of one formation on any contract. Limerock base material shall be compacted to a density of no less than 98% of maximum dry density as determined by AASHTO-T180 under all paved areas.

- 4.3.2 Preparing Surface:** Prior to the application of the surface course, all loose material, dust, dirt and all foreign material which might prevent proper bond with the existing surface shall be removed to the full width of the treatment by means of revolving brooms or approved mechanical sweeper, supplemented by hand sweeping if required.
- 4.3.3 Tack Coat:** Primer and Tack coat shall be in accordance with the current Specifications of the Florida Department of Transportation and shall be heated to such consistency that it can be pumped. It shall then be applied to the cleaned, patched and dry surface from an approved pressure distributor, by means of a hand hose. The tack coat shall be applied in a cobweb design in an amount sufficient to properly insure adhesion and obviate slipping. Precaution shall be taken to prevent an excess of tack coat which might form pools.
- 4.3.4 Asphaltic Wearing Surface:** The material used shall comply with the requirements of FDOT Road and Bridge Construction 2023 July Edition and the Type III Asphalt Concrete for Road and Bridge Construction from the Miami Beach Public Work Manual, bituminous treatments, surface course and concrete pavement as specified in the respective line items in Appendix B. Pavement material to be specified by the City Engineer.
- 4.3.5 Placing Mixture:** The mixture shall be laid only where the surface to be covered is dry and only when weather conditions, have been determined to be acceptable by the assigned City of Miami Beach Engineer.

**4.3.5.1** Upon arrival, the mixture shall be dumped into the approved mechanical spreader, and immediately spread and struck off to the full width required, and to such appropriate loose depth that when the Work is completed the weight of mixture or thickness required per square yard will be secured.

When waived by the Special Provisions, the mechanical equipment may be omitted and spreading accomplished by hand as hereinafter provided. The mixture shall be laid in strips in such a manner as to provide for passage of traffic.

**4.3.5.2** Before any rolling is started, the finished surface struck by the machine shall be checked, any inequalities adjusted, and all "drippings", (i.e. fat sandy accumulations from the screed, and all fat spots from any source) shall be removed and replaced with satisfactory material.

**4.3.5.3** When machine finishing is used, an excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required and straight edging and back patching shall be done after initial compression has been obtained and while the material is still hot.

**4.3.5.4** When hand spreading is permitted or when, in the opinion of the Engineer because of any project conditioning it becomes necessary to spread by hand, it shall then be immediately distributed into place by means of suitable shovels and other tools and spread with rakes in a uniformly loose layer of such depth as will result in a completed course of thickness required. The loose materials shall then be compacted with rollers or tamps. Hand work will be paid for at the unit price per ton as indicated in the Proposal.

**4.3.5.5** Under no consideration shall mixture be laid wet, when rain is falling or when there is water on the base. The City of Miami Beach Engineer will determine if the mixture is acceptable, and if the base is suitable.

**4.3.5.6** No skin patching shall be done, and when a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture. If irregularities occur greater than the limits herein specified, and are not corrected while the mixture is still hot, the irregularities shall be cut out the full depth of the pavement and replaced with fresh mixture.

#### **4.3.6 Compacting Mixture:**

**4.3.6.1** After spreading as specified, the mixture shall be compacted with rollers as hereinbefore specified. The rolling shall be done in the following sequence with equipment as shown.

**4.3.6.2** Seal rolling, using tandem steel rollers weighing 5 to 12 tons, and following as close behind to the spreader as is possible without pick-up, undue displacement or blistering of the material.

**4.3.6.3** Rolling with self-propelled pneumatic-tired rollers, following as close behind to the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least six (6) passes. (Note: This rolling is not required for asphaltic concrete binder courses).

**4.3.6.4** Final rolling with the 8 to 12 ton tandem steel roller to be done after the seal rolling and pneumatic-tired rolling are complete, but before the pavement temperature has dropped below 140° F. This rolling shall be continued until all roller marks and tire marks have been eliminated.

**4.3.7 Manholes/Valve Boxes:** Adjust manholes and/or valve boxes by raising castings method to the final grade elevation.

**4.3.8 Traffic Loops:** Replace 4, 6, and 8 loops, as required. Replace, furnish and install vehicle detection system in accordance with Miami Dade County specifications, Section 660 and the Miami Dade County Approved Product List. Traffic loops to be coordinated with the city of Miami Beach and Miami Dade County Department of Transportation. Shop drawings to be submitted to the City for review and approval.

#### **4.3.9 Milling of Existing Asphalt Pavement:**

**4.3.9.1** Description: The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb prior to resurfacing, or to completely remove existing pavement.

**4.3.9.2** When milling to improve rideability, an average depth of cut will be specified in the Plans, or by the City Engineer.

**4.3.9.3** Unless otherwise specified, the disposal of the milled material becomes the property of the Contractor.

**4.3.10 Equipment:**

**4.3.10.1** The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Plans and Specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be 6 feet.

**4.3.10.2** The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

**4.3.10.3** Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

**4.3.10.4** When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

**4.3.10.5** The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

**4.3.10.6** For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

**4.3.11 Construction:**

**4.3.11.1** When milling to improve rideability, the existing pavement shall be removed to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Engineer may require the use of a string line to ensure maintaining the proper alignment.

**4.3.11.2** The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement for automatic grade or cross slope controls where the situation warrants such action.

**4.3.11.3** The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

**4.3.11.4** The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre wetting of the pavement may be required.

**4.3.11.5** If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Engineer will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

**4.3.11.6** Prior to opening an area which has been milled to traffic, temporary striping should be placed and the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

**4.3.11.7** Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

**4.3.11.8** In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the Work.

**4.3.11.9** To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directed by the Engineer.

**4.3.11.10** This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Engineer.

#### **4.3.12 Milled Surface:**

**4.3.12.1** The milled surface shall have a reasonably uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed 1/4 inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the City's Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the City's Engineer, shall be corrected by the Contractor at no additional compensation.

**4.3.12.2** The City's Engineer may require remilling of any areas where a surface lamination causes a non-uniform texture to occur.

#### **4.3.13 Basis of Payment:**

**4.3.13.1** The quantity shall be paid for at the Contract unit price for Milling Existing Asphalt Pavement.

**4.3.13.2** The price and payment for Milling Existing Asphalt Pavement shall be full compensation for all work specified in this section, including hauling off and stockpiling or otherwise disposing of the milled material.

**4.3.13.3** Payment for all other bid items shall be paid at the contract unit bid price times the quantity approved and inspected by the City Engineer.

**4.3.14 Pavement Restoration Abutting Restored Areas:** Asphalt will be saw cut as directed by the City Engineer or authorized representative. All cuts will be parallel to the curb line. Areas void of limerock will be filled with limerock and compacted to required density as directed by the Superintendent. A minimum 2" hot mix asphalt (as directed by the City) is to be used to complete restoration and will be compacted by use of roller or vibratory plate. Finished surface to be free of ridges or valleys and imperfections that may cause the surface to hold water or create a tripping hazard. All work is to be inspected and accepted by the Street Superintendent or his representative prior to payment.

Upon receipt of a Work Order, the Contractor shall commence work upon the site(s) within seven (7) calendar days, and continue such work in an expeditious manner to a conclusion acceptable to the Engineer.

**4.3.15 Flowable Fill.** Furnish and place flowable fill as an alternative to compacted soil or as an alternative for damaged roadway sub-base material as approved by the City Engineer. Applications for conventional flowable fill include beddings, encasements, closures for pipes, and general backfill for trenches and embankments. Material and installation shall meet the FDOT Standard Specifications for Road and Bridge Construction, specification 121.

**4.3.16** Contractor must complete the Work requested within the time specified in the Task Order.

#### **4.4 Scope of Work for the Striping of City Streets and Parking Lots (Line Items 62-97)**

All striping must meet Miami-Dade County and Florida Department of Transportation specifications. Contractor must provide a copy of the current Miami-Dade County and Florida Department of Transportation striping specifications upon request from the City's Procurement Division, or City Engineer.

**4.4.1 Protection of Newly Applied Pavement Markings:** Do not allow traffic onto or permit vehicles cross newly applied pavement markings until they are sufficiently bonded. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, as directed by the City Engineer, at no additional cost of the City.

**4.4.2 Correction of Deficiencies:** Correct all deficiencies by removal and reapplication of the pavement markings, including the removal of the asphalt wearing surface, as determined by

the Engineer, at no additional cost to the City.

**4.4.3 Temporary Striping:** Contractor must apply temporary striping to all resurfaced roads immediately after the asphalt has cooled enough to support striping.

**4.4.4** Contractor must complete the Work requested within the time specified in the Task Order.

#### **4.5 Scope of Work for Painting and Striping of Green Bicycle Lanes, Red-Transit Lanes, Other Colored Pavement, Standard Paint, and Special Markings (Line Items 98-118)**

##### **4.5.1 Field Office**

A. A local field office is not required. However, the Contractor will be required to provide the Project Manager with a local (Miami-Dade County) telephone, cellular, or beeper number. The Contractor may be contacted 24 hours a day, seven days a week during the Contract's period.

##### **4.5.2 Maintenance of Traffic**

A. Description.

1. Maintain traffic in accordance with 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 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 and the Public Works Manual of Metropolitan Dade County. Maintenance of Traffic (MOT) includes all facilities, devices, and operations as required for the safety and convenience of the public within the work zone.
2. Do not maintain traffic over those portions of a work zone where no work is to be accomplished or where 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 Nonreflective 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 Manual on Uniform Traffic Control Devices (MUTCD).
3. Detour: Provide all materials for the construction and maintenance of all detours. Traffic may be detoured only upon approval of the Director of the Public Works and Waste

Management Department. No work shall commence on this Project or any portion thereof without implementing an approved Maintenance of Traffic (MOT) plan.

4. Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for the base, including recycled asphalt pavement material, and have stability and drainage properties that provide a firm surface under wet conditions.
- C. Specific Requirements.
1. MOT is Contractor's responsibility from Notice to Proceed.
  2. Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor in accordance with Public Works and Waste Management (PWWM) Construction Specifications Article 105. Provide the Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.
  3. Ensure that the Worksite Traffic Supervisor performs the following duties:
    - a. Performs on site direction of all traffic control in a work zone.
    - b. Is on-site during all setup and takedown and performs a drive-through inspection immediately after set up.
    - c. Is on-site during all nighttime operations to ensure proper Maintenance of Traffic.
    - d. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
    - e. Is available on a 24-hour per day basis and is present within 45 minutes after notification of an emergency and is prepared to positively respond to repair the work zone traffic control or provide alternate traffic arrangements.
    - f. On MOT lasting more than 24 hours:
      - 1) Conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.
      - 2) Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary.
      - 3) Accommodate for pedestrians and bicycles with a safe travel path around work sites and safely separated from mainline traffic. Maintain these or existing paths satisfactorily throughout the project limits.
      - 4) Provide existing businesses in work areas with adequate entrances for vehicular and pedestrian traffic during business hours.
      - 5) Take corrective actions when deficiencies are found.
      - 6) The Department may disqualify and remove from the Project a Worksite Traffic Supervisor who fails to comply with the provisions of this Article.
      - 7) The Department may temporarily suspend all activities, except traffic, erosion control, and other activities necessary for project maintenance and safety, for failure to comply with these provisions.
- D. Alternative Traffic Control Plan.
1. The Contractor may propose an alternative Traffic Control Plan (TCP) to the plan presented in the FDOT Design Standards. Have the Contractor's Project Manager of Record sign and seal the alternative plan. Prepare the TCP in conformance with and in the form outlined in the current version of FDOT Roadway Plans Preparation Manual. Indicate in the plan a TCP for each phase of activities. 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 notify the Department in writing of any such possible effects on utilities. Project Manager's approval of the alternate TCP does not relieve the Contractor of sole 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.

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

E. Traffic Control.

1. Standards

- a. FDOT Design Standards are the minimum standards for the development of all traffic control plans. The MUTCD Part VI is the minimum national standard 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 necessary to protect the public and workers from hazards within the project limits.

2. Maintenance of Roadway Surfaces

- a. Maintain all lanes 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 at least as wide as the traffic lanes existing in the area before commencement of Work. Do not allow traffic control and warning devices to encroach on lanes used for maintenance of traffic.
- b. Project Manager may allow the Contractor to restrict traffic to one-way operation for short periods. The Contractor employs adequate means of 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 Project Manager. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the Contract duration. 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 detrimental 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 the Public Works Manual.
  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 inconsistent pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.
      - 1) Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as 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 Project Managers 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 foot 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 his surety.
- F. Detours.
1. General: Traffic may be detoured only upon approval of the Director of the Public Works 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 before the closure of roads for review and approval.

2. 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.
3. 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 that 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 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.

G. 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 is 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.

H. 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 that are suitable for reuse on other driveways.

I. 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 Qualified Products List (QPL). 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 QPL or 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 National Cooperative Highway Research Program Report 350 (NCHRP 350) requirements and current FHWA directives.
  - c. Ensure that the FDOT QPL number is permanently marked on the device at a

readily visible location.

- d. Notify the project manager of any scheduled operation that will affect traffic patterns or safety, sufficiently before 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 Work. Keep the 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 fit the taper of the cone when appropriately installed. Place the upper 6 inches collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4-inch collar 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 in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface with 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 temporary concrete barrier wall for use on roadway sections, complies with FDOT Index 415 or 414 of the Design Standards. Ensure that temporary concrete barrier walls for use on bridge and wall sections comply with FDOT Index 414 of the Design Standards. Ensure that temporary water filled barrier wall used on roadway sections conforms to the requirements of the pre-approved alternatives listed on FDOT QPL, unless otherwise called for by the Project Manager. Ensure that proprietary barrier walls for use 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 subsequently remove temporary vehicular impact attenuators in

accordance with 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 Project Manager.

6. Guardrail (Temporary): Furnish guardrail (temporary) in accordance with the plans and Design Standards. Meet the requirements of PWWM Construction Specifications, Article 536.
7. Advance Warning Arrow Panel: Furnish advance warning panels that meet the requirements of FDOT Section 990 as required by the FDOT Design Standards to advise approaching traffic of lane closures or shoulder work.
8. Portable Changeable (Variable) Message Sign (PCMS): Furnish changeable (variable) message signs that meet the requirements of FDOT Section 990 as required by the Design Standards to supplement other temporary traffic control devices used in work zones.
9. A truck-mounted PCMS may be used as 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 FDOT Section 990 as required by the FDOT Design Standards.
  - b. Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.
11. Radar Speed Display Unit (RSDU):
  - a. Furnish radar speed display units that meet the requirements of 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 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 requirements of 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 working 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 according to the manufacturer's recommendations.
  - d. Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual taillights, and brake lights.

Ensure that lights are visible in both the raised and lowered positions if the unit can be raised.

- e. Ensure that 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 base 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, maintaining, and removal when no longer required, and all materials, labor, tools, equipment, and incidentals required for attenuator maintenance.

J. 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 Subarticle 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, edgelines, stop bars and turn arrows in work zones will be required in accordance with the MUTCD with the following additions:
  - 1) Install edgelines on paved shoulders.
  - 2) Place edgelines 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) Unless otherwise approved by the Project Manager, work Zone Pavement Markings shall be water borne paint.
- d. The most common types of Work Zone Pavement Markings are water-borne paint, and 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.

K. Method of Measurement/Basis of Payment.

General: The bidder(s) shall account for all costs required for MOT within each of the line items for which it provides bid pricing. Services include furnishing, installing, operating, maintaining and removing all required traffic control devices, signs, warning

devices, barriers and other MOT devices or requirements not specifically mentioned herein required to complete the project in accordance with all applicable laws and regulations.

#### **4.5.3 Limitation of Operations**

- A. Page 80, Subarticle 8-4 – Limitations of Operations: Is expanded to include the following:
  - 1. Night Work.
    - a. At the discretion of the City, the Work for this Project may be done during night time. Minor construction activities not impacting travel lanes on Major Thoroughfares may be performed during day time upon request by the Contractor and subject to approval by the City. Such approval, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment, and supervision for the proper execution and control of the Work pursuant to FDOT Subarticle 8-4.1.
    - b. For this Section, the term "night" shall mean the period from 8:00 p.m. to 5:00 a.m. weekdays.
  - 2. Prior written approval from the City, as specified in this Article, is not required for the performance of Work that is necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would otherwise be endangered or when hazard to life or property would result, in which case the Contractor must inform the Project Manager at the earliest possible opportunity of the same.
  - 3. Work performed without the prior written approval of the Project Manager and an Project Manager's duly authorized inspector may be declared defective solely because it was not properly inspected.
  - 4. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work, and general operations.

#### **4.5.4 Installations**

- A. Construction
  - 1. Product Submittals: Prior to installation, submit pattern and color samples to the Project Manager for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Project Manager.
  - 2. Pavement Cuts: Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to product installation.
  - 3. Surface Protection: Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.
  - 4. Installation Acceptance:
    - a. For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavedment.
    - b. Upon completion of the installation, the Project Manager will check the area at random locations for geometric accuracy. If any of the chosen areas are deficient, correct the entire patterned area at no additional cost to the Department.
    - c. Provide certification that the patterned pavement was installed in accordance with the manufacturer's requirements.
    - d. All permanent products installed in accordance with this solicitation shall be guaranteed for a minimum of 36 months.

- B. Method of Measurement.
  - a. The quantity to be paid will be the installed quantities in square feet of patterned pavement, completed and accepted. Deductions for unpaved areas will be accounted for in the measurement except for areas occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area.
- C. Basis of Payment.
  - 1. Price and payment will be full compensation for all Work specified in this Article.
  - 2. Payment will be made under:
    - a. Item No. 523 per square feet.

#### **4.5.5 Green-Colored Pavement (Line items 98 – 101)**

- A. Description
  - 1. Green-colored bicycle lanes may be used when the need to enhance the conspicuity of bicycle/vehicular conflict areas is demonstrated. Use products that meet the specifications published by the Federal Highway Administration (FHWA), Interim Approval IA.14, dated April 15, 2011, for the use of green colored pavement marked bicycle lanes through intersections and other traffic conflict areas.
  - 2. For this Specification, patterned pavements are defined as a post applied surface marking overlay to either the pavement surface or to an imprinted pavement surface. Vehicular traffic areas are limited as those subject to vehicles within the traveled way, shoulders and auxiliary lanes. Non-vehicular travel areas include medians, islands, curb extensions, sidewalks, borders, plazas and other areas typically subject to foot traffic only.
  - 3. Install overlay products in areas subject to vehicular traffic to a thickness not exceeding 180 mils. Do not use products requiring removal of pavement or requiring blackouts or trenches below the top of the pavement.
  - 4. Variations within a pattern shall comply with Americans with Disabilities Act (ADA) requirements.
- B. Materials
  - 1. Materials used to color the bicycle lane green must be retroreflective and in compliance with:
    - a. FDOT Specification 523 and Patterned Pavement
    - b. For products proposed for use as a bike lane application, independent testing verifying that the material can meet the color as identified in April 15, 2011, Interim Approval for Optional use of Green Colored Pavement for Bike Lanes, Interim Approval (IA-14) Memorandum Valid Under the 2009 MUTCD ([http://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia14/ia14grnpmbiketlanes.pdf](http://mutcd.fhwa.dot.gov/resources/interim_approval/ia14/ia14grnpmbiketlanes.pdf)).
    - c. Material coatings used to achieve the pattern and color shall produce an adherent, weather-resistant, skid-resistant, wear-resistant surface under service conditions. Color shall be integral and consistent throughout the installation. The composition of materials is intended to be left to the manufacturer's discretion.
    - d. Materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA), Subpart C, Table 1 of 40 CFR 261.24

"Toxicity Characteristic". Materials shall not exude fumes which are hazardous, toxic or detrimental to persons or property.

- e. For products proposed for use in vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with either:
  - a) ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35, or
  - b) ASTM E-1911, Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester (DFT), at a speed of 40 mph (DFT40), and has a minimum DFT40 value of 40.
  - c) Or equivalent friction coefficient
- f. For products proposed for use in non-vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with ASTM E-303 using the British Pendulum Tester and has a British Pendulum Number (BPN) of at least 40.

#### 2. Performance Requirements for Products in Vehicular Travel Areas:

In addition to the submittal requirements, approval will be contingent on a field service test demonstrating that the patterned pavement product meets the following performance measures at the end of three years from opening to traffic:

- a) The average thickness shall be a minimum of 50% of the original thickness.
- b) Wearing of the material coating shall not expose more than 15% of the underlying surface area as measured within the traveled way.
- c) Friction performance of patterned/textured pavement materials shall meet or exceed one of the following test method values:
  - a) FN40R value of 35 in accordance with ASTM E-274; or,
  - b) DFT40 value of 40 in accordance with ASTM E-1911.

Manufacturers shall provide a field service test installation of each product within a marked crosswalk on a roadway with an ADT of 6,000 to 12,000 vehicles per day per lane, on a site approved by the Department. The test installation shall be a minimum six feet wide and extend from pavement edge to pavement edge across all traffic lanes and shoulder pavement at the crosswalk location. The manufacturer shall test the test installation in accordance with FM 5-592.

#### 4.5.6 Red-Colored Pavement (Line items 102 – 105)

##### A. Description

1. Red-colored bicycle lanes may be used when the need to enhance the conspicuity of bicycle/vehicular conflict areas is demonstrated. Use products that meet the specifications published by the Federal Highway Administration (FHWA), Interim Approval IA.14, dated April 15, 2011, for the use of green colored pavement marked bicycle lanes through intersections and other traffic conflict areas.
2. For this Specification, patterned pavements are defined as a post applied surface marking overlay to either the pavement surface or to an imprinted pavement surface. Vehicular traffic areas are limited as those subject to vehicles within the traveled way, shoulders and auxiliary lanes. Non-vehicular travel areas include medians, islands, curb

extensions, sidewalks, borders, plazas and other areas typically subject to foot traffic only.

3. Install overlay products in areas subject to vehicular traffic to a thickness not exceeding 180 mils. Do not use products requiring removal of pavement or requiring blackouts or trenches below the top of the pavement.
4. Variations within a pattern shall comply with Americans with Disabilities Act (ADA) requirements.

## B. Materials

1. Materials used to color the bicycle lane green must be retroreflective and in compliance with:

- a. FDOT Specification 523 and Patterned Pavement
- b. For products proposed for use as a bike lane application, independent testing verifying that the material can meet the color as identified in April 15, 2011, Interim Approval for Optional use of Green Colored Pavement for Bike Lanes, Interim Approval (IA-14) Memorandum Valid Under the 2009 MUTCD ([http://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia14/ia14grnpmbiketlanes.pdf](http://mutcd.fhwa.dot.gov/resources/interim_approval/ia14/ia14grnpmbiketlanes.pdf)).
- c. Material coatings used to achieve the pattern and color shall produce an adherent, weather-resistant, skid-resistant, wear-resistant surface under service conditions. Color shall be integral and consistent throughout the installation. The composition of materials is intended to be left to the manufacturer's discretion.
- d. Materials shall be characterized as non-hazardous as defined by Resource Conservation and Recovery Act (RCRA), Subpart C, Table 1 of 40 CFR 261.24 "Toxicity Characteristic". Materials shall not exude fumes which are hazardous, toxic or detrimental to persons or property.
- e. For products proposed for use in vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with either:
  - a) ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35, or
  - b) ASTM E-1911, Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester (DFT), at a speed of 40 mph (DFT40), and has a minimum DFT40 value of 40.
  - c) Or equivalent friction coefficient
- f. For products proposed for use in non-vehicular traffic areas, independent test data verifying the material meets the requirements of this Section including verification that the product, installed in accordance with the manufacturer's specifications and procedures, has been tested in accordance with ASTM E-303 using the British Pendulum Tester and has a British Pendulum Number (BPN) of at least 40.

2. Performance Requirements for Products in Vehicular Travel Areas:

In addition to the submittal requirements, approval will be contingent on a field service test demonstrating that the patterned pavement product meets the following performance measures at the end of three years from opening to traffic:

- a. The average thickness shall be a minimum of 50% of the original thickness.

- b. Wearing of the material coating shall not expose more than 15% of the underlying surface area as measured within the traveled way.
- c. Friction performance of patterned/textured pavement materials shall meet or exceed one of the following test method values:
  - a) FN40R value of 35 in accordance with ASTM E-274; or,
  - b) DFT40 value of 40 in accordance with ASTM E-1911.

Manufacturers shall provide a field service test installation of each product within a marked crosswalk on a roadway with an ADT of 6,000 to 12,000 vehicles per day per lane, on a site approved by the Department. The test installation shall be a minimum six feet wide and extend from pavement edge to pavement edge across all traffic lanes and shoulder pavement at the crosswalk location. The manufacturer shall test the test installation in accordance with FM 5-592.

#### **4.5.7 "Other-Colored" Color Surface Treatment (CST) Pavement (Line items 106-109)**

##### **A. Description**

Under this work, the Contractor shall furnish and apply CST at the location and in accordance with patterns as specified on provided project task order and/or plans or as ordered by the City's project manager and in conformance with these specifications.

##### **B. Materials**

- Be VOC compliant and lead chromate free.
- Not contain 0.1% or more of any chemical listed by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), or regulated by the US Occupational Safety and Health Administration (OSHA) as a carcinogen.
- Conform to current Federal, State and Local air pollution regulations, including those for the control (emission) of volatile organic compounds (VOC).
- Be packaged and stored in accordance with the manufacturer's instructions and requirements for shelf life and storage conditions in original unopened containers. Shipping documents and containers shall have identification numbers or batch dates for confirmation of when products were manufactured, clearly labeled as to the type material and the ratio of the components to be mixed by volume as well as showing resin or hardener components, brand name, name of manufacturer, lot or batch number, temperature range for storage, expiration date and the quantity contained. Include any special instructions regarding mixing and the Material Safety Data Sheets. This information shall be made available for inspection at any time.
- Colors for each work type shall be approved by the Engineer prior to the material purchase by the Contractor.
- Friction aggregate shall be implemented only at the request and approval by the City Project Manager. Friction aggregate shall include only calcined bauxite, corundum, or alternate equal anti-skid aggregate approved by the Engineer. Aggregate used shall

have a minimum hardness value of 8.0 per Mohs Hardness Scale and be uniformly applied –providing a surface friction value >60 BPN over the entire surface.

- Friction aggregate size shall be between 0.8-1.2mm for bicycle facilities and 1.0-3.0mm for bus facilities and walking facilities.

#### C. Approved Materials

Only products with a Manufacturer's certification that the product meets the requirements of this specification, or a Product approved equal as determined by the City, are deemed acceptable for use. All materials shall be pre-approved by City's Project Manager prior to purchase.

#### D. Defective Results

CST, which after application and curing is determined by the City's Project Manager to be defective and not in conformance with this specification, shall be repaired. Repair of defective CST shall be the responsibility of the Contractor and shall be performed to the satisfaction of the City's Project Manager as follows:

##### 1. Insufficient film thickness:

Repair Method: Prepare the surface of the CST to the satisfaction of the City's Project Manager. Clean and prepare surface. Repair shall be made by reapplying CST over the cleaned surface in accordance with the requirements of this specification at the full thickness.

##### 2. Uncured or discolored CST and/or insufficient bond (to pavement surface or existing durable marking):

Repair Method: The defective CST shall be completely removed and cleaned to the underlying pavement surface to the satisfaction of the City's Project Manager.

After surface preparation work is complete, repair shall be made by reapplying color over the cleaned pavement surface in accordance with the requirements of this specification.

##### 3. Insufficient coefficient of friction as determined by the Engineer:

Repair Method: The defective CST shall be removed and cleaned to the underlying pavement surface or re-coated with CST and friction aggregate – with both repair method and method approved by the City's Project Manager.

After surface preparation work is complete, repair shall be made by reapplying color over the cleaned pavement surface in accordance with the requirements of this specification.

Other defects not noted above, but determined by the City's Project Manager to need repair, shall be repaired or replaced as directed by and to the satisfaction of the City's

Project Manager.

All work in conjunction with the repair or replacement of defective color shall be performed at the Contractor's expense.

#### **4.5.8 Standard Paint (Line items 110 - 113)**

- A. Description – Standard paints shall include water-reducible products that are single packaged and ready mixed. The paint shall have the capability of being cleaned and flushed from the pavement marking machines using regular tap water and any required rust inhibitors. The manufacturer shall have the option of formulating the paint according to his own specifications. However, the requirements delineated in the FDOT Specifications Section 710 shall apply regardless of the type of formulation used. The paint shall be free from all skins, dirt and foreign objects.
- B. Materials – Materials to comply with FDOT specifications section 971-3.2 composition for Standard Paint.

#### **4.5.9 Edge Line Marking (Line item 114)**

- A. Description
  - 1. The edge line pavement marking defines or delineates the edge of a roadway (*MUTCD*, Sections 3B.06 and 3B.07) (Figure 9). It provides a visual reference to guide motorists and helps reduce drifting onto the shoulder and roadside area.
  - 2. Edge line markings are a solid white line at the right edge of the travel lane.
- B. Use only materials that comply with the following FDOT specification sections as applicable, excluding requirements for products to be listed on the FDOT approved products lists (APL):
  - i. Raised Retroreflective Pavement Markers and Bituminous Adhesive Section 970
  - ii. Standard Paint 971-1 and 971-3
  - iii. Durable Paint 971-1 and 971-4
  - iv. Glass Spheres 971-1 and 971-2
  - v. Patterned Pavement 523

#### **4.5.10 Special Marking (Line Items 115 - 118):**

- A. Description
  - 1. Green Shared lane markings, or "Green Sharrows" are optional pavement markings used to indicate a shared environment for bicycles and motor vehicles. Install a road marking in the form of two inverted V-shapes above a bicycle, indicating which part of a road should be used by cyclists when the roadway is shared with motor vehicles (sharrow marking) See Appendix B for symbol detail. The symbol shall fit within a green square as shown in Appendix B. The color shall be in compliance with the color as identified in April 15, 2011, Interim Approval for Optional use of Green Colored Pavement for Bike Lanes, Interim Approval (IA-14) Memorandum Valid Under the 2009 MUTCD.
  - 2. Bike-Only Lane Symbol which shall consist of white symbol of a bicycle marked in the center of the lane in advance of a white forward pointing vertical arrow. See Appendix B for symbol detail.

3. Bicycle Detector Symbol. See Appendix B for symbol detail.
  4. Red-Colored Pavement for Transit Lanes are used optionally to enhance the conspicuity of station stops, travel lanes, or other locations in the roadway that are reserved for (1) the exclusive use by public transit vehicles or (2) multi-modal facilities where public transit is the primary mode (collectively referred to hereinafter as "transit lanes"). Red-colored transit lanes shall comply with the MUTCD – Interim Approval for Optional Use of Red-Colored Pavement for Transit Lanes (IA-22) ([https://mutcd.fhwa.dot.gov/resources/interim\\_approval/ia22/ia22.pdf](https://mutcd.fhwa.dot.gov/resources/interim_approval/ia22/ia22.pdf)).
  5. Other Application of Colored Pavement may be requested by the City for use in crosswalks, plazas, promenades, bullb-outs, and other special applications.
- B. Use only materials that comply with the following specification sections as applicable, excluding requirements for products to be listed on the FDOT approved products lists (APL):
- i. Raised Retroreflective Pavement Markers and Bituminous Adhesive Section 970
  - ii. Standard Paint 971-1 and 971-3
  - iii. Durable Paint 971-1 and 971-4
  - iv. Glass Spheres 971-1 and 971-2
  - v. Patterned Pavement 523
- C. Construction
1. Product Submittals: Prior to installation, submit pattern and color samples to the Project Manager for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Project Manager.
  2. Pavement Cuts: Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface prior to product installation.
  3. Surface Protection: Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.
  4. Installation Acceptance:
    - a. For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement.
    - b. Upon completion of the installation, the Project Manager will check the area at random locations for geometric accuracy. If any of the chosen areas are deficient, correct the entire patterned area at no additional cost to the Department.
    - c. Provide certification that the patterned pavement was installed in accordance with the manufacturer's requirements.
- D. Method of Measurement.
1. The quantity to be paid will be the installed quantities in square feet of patterned pavement, completed and accepted. No deduction will be made for areas occupied by landscaping, manholes, inlets, drainage structures, or by any public utility appurtenances within the area.

#### **4.6 Technical Specifications for Lane Delineators (Line Items 119-120)**

The City may also require lane delineators as part of a project. The bidder(s) shall provide a bid line item

price for Zicla Zebra No. 13 and Zicla Zipper lane delineators in Appendix B – Cost Proposal Form. All costs required to furnish, deliver, and install the delineators must be included within the bid line item price. Specifications for the specified Zicla delineators on the manufacturer’s website: <https://www.zicla.com/en/>.

If the bidder proposes an alternative to the Zicla product(s), it must clearly state so on its bid response and conform to the provisions of Special Conditions No. 6 titled “Submission/Consideration of Approved Equal Products.”

4.5 Additional Services or Change Orders. The City anticipates that a significant portion of the projects awarded pursuant to any continuing services agreement resulting from this ITB shall be completed in accordance with the prices established through the ITB. The City recognizes that there may be instances when the need for services in addition to those stipulated herein shall arise to complement or complete a project awarded pursuant to the established line items. In those cases, the City may negotiate with the Contractor on a mutually agreeable price for the additional services based on available industry pricing. The approval of the City Manager shall be required for any additional services exceeding a project aggregate of \$100,000 or as amended. The following items may not be purchased as additional services:

- a. electrical services exceeding \$75,000;
- b. any non-contract construction work exceeding a cost of \$300,000.

## **C5. Special Conditions**

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this ITB shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) additional two-year period at the City’s sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **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. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. 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.
4. **LIQUIDATED DAMAGES:** Failure to complete work orders as agreed to when the work is assigned may result in the successful Bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all costs associated with the service performed by a secondary vendor.
5. **WARRANTY:** The successful bidder will be required to warranty all work performed. Warranty shall be provided in detail, upon request.

- 6. SUBMISSION/CONSIDERATION OF APPROVED EQUAL PRODUCTS:** If an “equal” product is to be considered by the City in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also, for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of quality, based on the best interests of the City, and its decision in this regard shall be final. Items labeled "No Substitute" on the City's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation

**Balance of Page Intentionally Left Blank**

## APPENDIX B

# MIAMI BEACH

---

## Cost Proposal Form

---

2023-422-DF

Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing  
of Asphalt Concrete, Striping of City  
Streets and Parking Lots, and Lane  
Delineators

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.

Item	Description	U / M	Unit Cost
<b>CONCRETE CURBING/SIDEWALK CONSTRUCTION</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary for concrete curbing/sidewalk construction on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
1	Remove and Replace 4" Concrete Sidewalk	SF	\$
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$
3	Construct 4" Concrete Sidewalk	SF	\$
4	Remove and Replace 6" Concrete Sidewalk	SF	\$
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$
8	Remove and Replace 6" Concrete Curb	LF	\$
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$
13	Surface Applied ADA Mats Yellow/Gray	EA	\$
14	Construct 4" Concrete Sidewalk	SF	\$
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$

**CONTINUED ON THE FOLLOWING PAGE.**

16	Construct 6" Concrete Sidewalk	SF	\$
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$
18	Construct 18" Concrete Curb & Gutter	LF	\$
19	Construct 24" Concrete Curb & Gutter	LF	\$
20	Construct 30" Concrete Curb & Gutter	LF	\$
21	Construct 6" Concrete Curb	LF	\$
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$
24	Addition of Miami Beach Red Coloring Mixture	CY	\$
25	Pavement Restoration	SF	\$
26	Furnish and Install New Pavers	SF	\$
27	Remove and Reset Existing Pavers	SF	\$
28	Remove and Replace Existing Pavers	SF	\$
29	Remove Existing Pavers	SF	\$
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$
32	Furnish and Install 1" Meter Box	EA	\$
33	Furnish and Install 1.5" Meter Box	EA	\$
34	Furnish and Install 2" Meter Box	EA	\$
35	Furnish and Install 3" Meter Box	EA	\$
36	Furnish and Install Sewer Clean Out Box	EA	\$
37	Furnish and Install Electrical/Street Lighting Lighting Box	EA	\$
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$
40	Remove and Re-install hand-Rails	EA	\$
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	EA	\$
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$
43	Remove and Reset Existing Fencea	LF	\$
<b>Item Description U / M Unit Cost</b>			
<b>MILLING &amp; RESURFACING OF ASPHALT CONCRETE</b> – Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to mill and resurface asphalt concrete on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
44	Rework Limerock Base +/- 3 inches	CY	\$
45	Remove and replace 8 inch Limerock base	CY	\$
46	New Limerock 8 inch base	CY	\$
47	FDOT Type S III - Asphalt Concrete	TN	\$
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN	\$

**CONTINUED ON THE FOLLOWING PAGE.**

49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN	\$
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN	\$
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN	\$
52	Adjust Valve Boxes	EA	\$
53	Adjust Manhole	EA	\$
54	Replace Manhole Rim and Cover	EA	\$
55	Replace Valve Box Cover/Riser	EA	\$
56	Replace Traffic Loops	EA	\$
57	Milling Existing Asphalt Concrete – 1" Cut	SY	\$
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY	\$
59	Milling Existing Asphalt Concrete – 2" Cut	SY	\$
60	Milling Existing Asphalt Concrete – 3" Cut	SY	\$
61	Milling Existing Asphalt Concrete – 4" Cut	SY	\$
Item	Description	U / M	Unit Cost
<b>STRIPING OF CITY STREETS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe streets on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
62	Thermoplastic 4" Solid Yellow/White	LF	\$
63	Paint 4" Solid Yellow/White	LF	\$
64	Thermoplastic 6" Solid White/Yellow	LF	\$
65	Paint 6" Solid Yellow/White	LF	\$
66	Thermoplastic 8" Solid White/Yellow	LF	\$
67	Paint 8" Solid Yellow/White	LF	\$
68	Thermoplastic 12" Solid White/Yellow	LF	\$
69	Paint 12" Solid Yellow/White	LF	\$
70	Thermoplastic 18" Solid White/Yellow	LF	\$
71	Paint 18" Solid Yellow/White	LF	\$
72	Thermoplastic 24" Solid White/Yellow	LF	\$
73	Paint 24" Solid Yellow/White	LF	\$
74	RPMs (Road Reflector)	EA	\$
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA	\$
77	Thermoplastic Handicap Logo & Blue Stripe	EA	\$
78	Paint Handicap Logo & Blue Stripe	EA	\$
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF	\$
80	Paint Bicycle Pavement Marking	EA	\$
81	Thermoplastic Bicycle Pavement Marking	EA	\$
82	Thermoplastic Messages (Bus/School)	EA	\$
83	Paint Messages	EA	\$
84	Installation of New Traffic Sign	EA	\$

**CONTINUED ON THE FOLLOWING PAGE.**

Item	Description	U / M	Unit Cost
<b>STRIPING OF PARKING LOTS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
85	Thermoplastic Stop Bars (12" Wide)	LF	\$
86	Stop Bars (12" Wide) White Paint	LF	\$
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA	\$
89	Thermoplastic Cross Hatching (12")	LF	\$
90	Cross Hatching (12") White Paint	LF	\$
91	Thermoplastic Handicap Logo & Blue Stripe	EA	\$
92	Paint Handicap Logo & Blue Stripe	EA	\$
93	Thermoplastic Disable Cross Hatching (4")	EA	\$
94	Disable Cross Hatching (4") Paint	EA	\$
95	Furnish and Install Wheel Stop	EA	\$
96	Remove and Replace Wheel Stop	EA	\$
97	Installation of New Traffic Sign	EA	\$

Item	Description	U / M	Unit Cost
<b>PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
98	Permanent Green Paint Up to 10,000 square feet of Work	SF	\$
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF	\$
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF	\$
101	Permanent Green Paint Above 50,000 square feet of Work	SF	\$
102	Permanent Red Paint Up to 10,000 square feet of Work	SF	\$
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF	\$
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF	\$
105	Permanent Red Paint Above 50,000 square feet of Work	SF	\$
106	Permanent Other Paint Up to 10,000 square feet of Work	SF	\$
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF	\$
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF	\$
109	Permanent Other Paint Above 50,000 square feet of Work	SF	\$
110	Standard Paint Up to 10,000 square feet of Work	SF	\$
111	Standard Paint 10,000 to 25,000 square feet of work	SF	\$
112	Standard Paint 25,000 to 50,000 square feet of work	SF	\$
113	Standard Paint Above 50,000 square feet of Work	SF	\$
114	Edge Line Marking	SF	\$
115	Standard Sharrow Symbol	EA	\$

**CONTINUED ON THE FOLLOWING PAGE.**

116	Green Sharrow Symbol	EA	\$
117	Bike-only Lane Symbol	EA	\$
118	Bicycle Detector Symbol	EA	\$

Item	Description	U / M	Unit Cost
<b>LANE DELINEATORS</b> - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to perform the services indicated on an as-needed basis for the City of Miami Beach in accordance with the bid specifications.			
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA	\$
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA	\$

**END OF COST PROPOSAL FORM.**

# APPENDIX C

# MIAMI BEACH

---

## Insurance Requirements

---

2023-422-DF

Concrete Curbing/Sidewalk  
Construction, Milling and Resurfacing  
of Asphalt Concrete, Striping of City  
Streets and Parking Lots, and Lane  
Delineators

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

# MIAMI BEACH

## TYPE 10 – CONSTRUCTION W/O DESIGN AND PROFESSIONAL SERVICES (INSTALLATION FLOATER) 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 \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- 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 \$2,000,000 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.)*
- E. Umbrella Liability Insurance in an amount no less than \$10,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- F. Contractors' Pollution Legal Liability *(if project involves environmental hazards)*, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**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](mailto: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.