



Town of Surfside

RFQ 2022-04

Construction of Town of Surfside 96th Street Park

Addendum No. 1

Date Issued: June 6, 2022

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions or clarifications to RFP No. 2022-04, which in accordance with the RFQ Documents shall become a part of and have precedence over anything shown or described otherwise in the RFP.

THE FOLLOWING CHANGES ARE MADE TO THE RFP:

1. What is the estimated construction budget for this project?

The budgeted amount is \$3.289 million.

2. The following list of documents that were provided as part of the rfp-2022-04---construction-of-town-of-surfside-96th-street-park.pdf document have been watermarked with the word DRAFT. Are we able to get clean versions of these documents?

Attachment A – Proposal Form Package

- Form 6 Client References (in attachment)
- Form 7: Dispute Disclosure (in attachment)
- Form 8: Single Execution Affidavit (in attachment)
- Form 9: Drug-Free Workplace Form (in attachment)

Attachment B – Price Submittal Schedule and Bond Package

- Price submittal Schedule and Bond Package Response Checklist. Price submittal schedule is posted in RFP 2022-04 documents. Other documents in attachment.
- Bid Bond (in attachment)
- Certificate as to Corporate Principal (in attachment)
- Performance Bond (in attachment)
- Payment Bond (in attachment)

PROPOSER:

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A
PROPOSAL FORM PACKAGE

Form 1
PROPOSAL FORM PACKAGE
RESPONSE CHECKLIST

I certify that all information contained in this proposal form package is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

_____	Form 1:	Response Checklist
_____	Form 2:	Proposal Information Form
_____	Form 3:	Certificate of Authority (Complete Form 3A or 3B as applicable) Certificate of Authority (for Corporations or Partnerships) Certificate of Authority (for Individuals)
_____	Form 4	Company Qualifications' Questionnaire
_____	Form 5	Key Personnel
_____	Form 6	Client References
_____	Form 7:	Dispute Disclosure
_____	Form 8:	Single Execution Affidavit
_____	Form 9:	Drug-Free Workplace Form

_____	Addendum 1	_____	Addendum 6
_____	Addendum 2	_____	Addendum 7
_____	Addendum 3	_____	Addendum 8
_____	Addendum 4	_____	Addendum 9
_____	Addendum 5	_____	Addendum 10

Form 2
PROPOSER INFORMATION FORM

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the Town of
Surfside, and this Entity and the execution of this Certificate of
Authority, attested to by the Secretary of the Corporation, and with
the Entity's Seal affixed, will be the official act and deed of this
Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

**FORM 4
COMPANY QUALIFICATION QUESTIONNAIRE**

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

By _____

Principal Office _____

How many years has your organization been in business as a General Contractor under your present business name? _____

Number of Employees: _____ Number of Managerial Employees: _____

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? _____

State of Florida Occupational License (State type and number):

Federal I.D. No: _____

Miami-Dade County Certificate of Competency (State type and number):

Other Licenses (State type and number):

Please include copies of above licenses and certifications with proposal.

How many years of experience in similar work has your organization had?

- (A) As a General Contractor _____
- (B) As a Sub-Contractor _____
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contract Amount	Class of Work	When Completed	Name & Address of Owner
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How many years has your organization, or your sub-contractor, had in the actual construction of parks, community centers, or similar governmental buildings for public entities?

_____ Years

List the detailed experience below:

<u>Name & tel. number of Owner</u>	<u>Project Name</u>	<u>Date completed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?

Give references as to experience, ability and financial standing.

What equipment do you own that is available for the proposed work and where is it located?

Financial Statement: _____

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? _____

Insurance Information:

Insurance Carrier name & address:

Insurance Contact Name, telephone, & e-mail:

Number of Insurance Claims paid out in last 5 years & value: _____

In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Work to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

I hereby certify that the above answers are true and correct.

Name of Proposer: _____

(AFFIX SEAL)

Signature of Officer: _____

Title of Officer: _____

In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

**FORM 6
CLIENT REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

**FORM 7
DISPUTE DISCLOSURE**

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

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

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

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 8

SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

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

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime

subsequent to July 1, 1989.

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the

Town, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Proposer Initials

Anti-Collusion Affidavit

Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and

Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Surfside or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the

Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.

Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2022-XX** and any addendum/addenda related thereto.

Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.

Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

**[Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.]**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2022 by _____, on behalf of _____. She/He is personally known to me or has produced _____ as identification.

Notary Public

Print Name

[SEAL]

FORM 9
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ does:

(Name of Business)

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

ATTACHMENT B
PRICE SUBMITTAL SCHEDULE
AND BOND PACKAGE

**PRICE SUBMITTAL SCHEDULE
AND BOND PACKAGE RESPONSE CHECKLIST**

The below listed forms are attached to this Price Submittal Schedule and Bond Package for completion and submission, as applicable, with the Respondent's Proposal. These materials are considered essential and non-waivable for any response to this solicitation.

The Price Submittal Schedule and Bond Package forms must be completed and submitted as part of the Respondent's Proposal in a separate sealed proposal enclosure.

FAILURE TO SUBMIT THE PROPOSER'S PRICE SUBMITTAL SCHEDULE AND BOND PACKAGE FORMS IN A SEPARATE, SEALED BID ENCLOSURE ACCOMPANYING THE PROPOSAL WILL RENDER THE PROPOSER'S SUBMISSION NON-RESPONSIVE.

_____	Form 1:	Surfside Park – Price Submittal Schedule of Values
_____	Form 2:	Bid Bond
_____	Form 3:	Performance Bond
_____	Form 4:	Payment Bond

Form 1

SURFSIDE PARK - PRICE SUBMITTAL SCHEDULE OF VALUES - DRAFT 4/27/2022

Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total (Qty x Unit Cost)
GENERAL CONDITIONS					
1	General Conditions, Bond & Insurance	1	LS	\$	\$
				SUBTOTAL	\$
MOBILIZATION & DEMOLITION					
2	Mobilization / Demobilization	1	LS	\$	\$
3	Construction Fencing (8' Screened Chain Link)	663	LF	\$	\$
4	Maintenance of Traffic (MOT)	1	LS	\$	\$
5	Erosion Control	1	LS	\$	\$
6	Clear & Grub	1	AC	\$	\$
7	Demolition	1	LS	\$	\$
				SUBTOTAL	\$
EARTHWORK					
8	Import, Place and Compact Fill Material	1,290	CY	\$	\$
9	Final Grading	43,530	SF	\$	\$
				SUBTOTAL	\$
LANDSCAPING					
10	Existing Tree Protection	48	EA	\$	\$
11	Tree Transplant (Large)	7	EA	\$	\$
12	Tree / Palm Transplant (Small)	9	EA	\$	\$
13	Tree Removal	1	EA	\$	\$
14	Tree Pruning	1	LS	\$	\$
	TREES				
15	Cassia bakeriana / Pink Shower Tree	1	EA	\$	\$
16	Canella winterana / Cinnamon bark	1	EA	\$	\$
17	Tabebuia caraiba / Yellow Trumpet Tree	1	EA	\$	\$
	PALMS				
18	Sabal palmetto / Sabal Palm	15	EA	\$	\$
19	Thrinax radiata / Florida Thatch palm	10	EA	\$	\$
	SHRUBS / GRASSES				
20	Borrchia arborescens / Sea Oxeye Daisy	19	EA	\$	\$
21	Byrsonima lucida / Locust Berry	204	EA	\$	\$
22	Chrysobalanus icaco 'Horizontalis' / Horizontal Cocoplum	280	EA	\$	\$
23	Ficus microcarpa 'Green Island' / Ficus Green Island	235	EA	\$	\$
24	Hamelia patens / Firebush	5	EA	\$	\$
25	Lantana involucrata / White Lantana - Wild Sage	8	EA	\$	\$
26	Muhlenbergia capillaris / Pink Muhly Grass	35	EA	\$	\$
28	Philodendron 'Rojo Congo' / Rojo Congo Philodendron	11	EA	\$	\$
29	Psychotria ligustrifolia / Bahama Coffee	112	EA	\$	\$
30	Psychotria nervosa / Wild Coffee	115	EA	\$	\$

SURFSIDE PARK - PRICE SUBMITTAL SCHEDULE OF VALUES - DRAFT 4/27/2022

Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total (Qty x Unit Cost)
31	Serenoa repens 'Silver' / Silver Saw Palmetto	30	EA	\$	\$
32	Strelitzia reginae / Bird of Paradise	3	EA	\$	\$
	GROUNDCOVERS				
33	Dietes vegeta / White African Iris	37	EA	\$	\$
34	Ernodea litoralis / Beach Creeper	39	EA	\$	\$
35	Lantana 'Gold' / Dwarf Gold Lantana	29	EA	\$	\$
36	Microsorium scolopendria / Wart Fern	369	EA	\$	\$
37	Nephrolepis exaltata / Boston Fern	137	EA	\$	\$
38	Peperomia obtusifolia / Green Peperomia	214	EA	\$	\$
39	Spartina bakeri / Sand Cordgrass	34	EA	\$	\$
40	Tripsacum dactyloides / Fakahatchee Grass	18	EA	\$	\$
41	Tripsacum floridanum / Dwarf Fakahatchee Grass	117	EA	\$	\$
42	Zamia pumila / Coontie	116	EA	\$	\$
43	Sod - Bermuda grass - Celebration or Latitude 36 (with 4" soil blanket)	13,885	SF	\$	\$
44	Fiber Reinforced Sod - Bermuda grass - Celebration or Latitude 36 (with specified subbase system)	1,430	SF	\$	\$
45	Mulch	1	LS	\$	\$
46	Jute Mesh	800	SF	\$	\$
47	Root Barriers	71	LF	\$	\$
48	Aluminum Edging	657	LF	\$	\$
				SUBTOTAL	\$
IRRIGATION					
49	Landscape Irrigation (Including controls & electrical)	1	LS	\$	\$
				SUBTOTAL	\$
PAVING					
50	Concrete Sidewalk, in ROW	972	SF	\$	\$
51	Concrete Sidewalk, Vehicular Crossing, in ROW	110	SF	\$	\$
52	Concrete with Shell Aggregate - Park Pathways	2,661	SF	\$	\$
53	Stabilized Coquina - at Shaded Plaza & Kayak Path	3,431	SF	\$	\$
54	Poured in Place Rubberized Surface - at Playground	5,851	SF	\$	\$
55	Engineered Wood Fiber - at Exercise Equipment (509 sf x 8" depth)	12.5	CY	\$	\$
56	Type D Concrete Curb	482	LF	\$	\$
				SUBTOTAL	\$

SURFSIDE PARK - PRICE SUBMITTAL SCHEDULE OF VALUES - DRAFT 4/27/2022

Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total (Qty x Unit Cost)
PARK FEATURES					
57	Kayak Launch (includes platform, ramp & floating dock)	1	LS	\$	\$
58	Concrete Basketball Court	4,588	SF	\$	\$
59	Basketball Goals	2	EA	\$	\$
60	Metal Picket Fence	455	LF	\$	\$
61	Sports Netting	240	LF	\$	\$
62	Water Mister	1	EA	\$	\$
63	Drinking Fountain	1	EA	\$	\$
64	Lightning Detection	1	LS	\$	\$
65	Security Cameras	1	LS	\$	\$
				SUBTOTAL	\$
SITE UTILITIES / PLUMBING					
66	Site Storm Drainage (includes bedding stone)	1	LS	\$	\$
67	Site Water Supply	1	LS	\$	\$
68	Site Sanitary Sewer	1	LS	\$	\$
69	Drinking Fountain & Mister - Plumbing only	1	EA	\$	\$
				SUBTOTAL	\$
SITE LIGHTING / ELECTRICAL					
70	Pathway Lighting	8	EA	\$	\$
71	Basketball Court Lighting (including foundations)	2	EA	\$	\$
72	Multipurpose Field Lighting (including foundations)	4	EA	\$	\$
73	Conduit for Pathway Lighting		LF	\$	\$
74	Conduit for Basketball Court Lighting		LF	\$	\$
75	Conduit for Multipurpose Field Lighting		LF	\$	\$
76	Duplex WP Electric Outlets	6	EA	\$	\$
77	Low Voltage Tree Uplighting	1	LS	\$	\$
				SUBTOTAL	\$
SITE FURNITURE					
78	BENCH-EMAU SOLO (EMS456)	4	EA	\$	\$
79	CHAISE CHAIRS-RIVAGE (RVA251)	2	EA	\$	\$
80	STOOL-STACK (STC212)	2	EA	\$	\$
81	TABLE-STACK (STC410)	2	EA	\$	\$
82	TABLE-TABLY (TBL421)	1	EA	\$	\$
83	BENCH-VERA SOLO (LVS211)	2	EA	\$	\$
84	BENCH-EMAU (EM251)	2	EA	\$	\$

SURFSIDE PARK - PRICE SUBMITTAL SCHEDULE OF VALUES - DRAFT 4/27/2022

Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total (Qty x Unit Cost)
85	CHAIR-STACK (STC257)	6	EA	\$	\$
86	BENCH-STACK (STC255)	2	EA	\$	\$
87	BENCH- VERA SOLO (LVS510)	1	EA	\$	\$
88	BENCH- VERA SOLO MODULAR (LVS22)(LVS50)(LVS52)	1	EA	\$	\$
89	BIKE RACK-EDGE TYRE (STE210)	7	EA	\$	\$
90	TRASH & RECYCLE RECEPTACLE: CRYSTAL (CS331X)	2	EA	\$	\$
91	FREIGHT	1	LS	\$	\$
92	SALES TAX	1	LS	\$	\$
93	FURNITURE - INSTALL	1	LS	\$	\$
				SUBTOTAL	\$
PLAYGROUND & FITNESS EQUIPMENT					
94	BERLINER - CLOUD 9	1	EA	\$	\$
95	BERLINER - SWINGO 2.2	1	EA	\$	\$
96	BERLINER - FREERIDE	1	EA	\$	\$
97	BERLINER - WINDRIDER	1	EA	\$	\$
98	BERLINER - COMBINATION 1	1	EA	\$	\$
99	BERLINER - COMBINATION 2	1	EA	\$	\$
100	BERLINER - BOO	1	EA	\$	\$
101	BERLINER - 4'-0" FAST LANE SLIDE (HDPE)	1	EA	\$	\$
102	AUSTRALIAN PINE / SINKER CYPRESS TREE STUMPS	1	LS	\$	\$
103	FREIGHT	1	LS	\$	\$
104	SALES TAX	1	LS	\$	\$
105	PLAYGROUND EQUIPMENT - INSTALL	1	LS	\$	\$
106	FITNESS EQUIPMENT	1	LS	\$	\$
107	FREIGHT	1	LS	\$	\$
108	SALES TAX	1	LS	\$	\$
109	EXERCISE EQUIPMENT - INSTALL	1	LS	\$	\$
				SUBTOTAL	\$
ARCHITECTURE - COMMUNITY BUILDING (LEED GOLD)					
110	Two Story Community Building	1	LS	\$	\$
111	Solar Panels on Community Building	1	LS	\$	\$
				SUBTOTAL	\$
TOTAL PRICE SUBMITTAL AMOUNT (ITEMS 1-111)					\$

All quantities are approximate. Contractor shall be responsible to verify all quantities and inform the Town of Surfside of any discrepancies. In addition, please refer to RFQ for additional special conditions.

BIDDER:

INITIALS:

Form 2

BID BOND

STATE OF FLORIDA)
)
SS. COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that

_____ as Principal, and

_____, as Surety,

a

Corporation chartered and existing under the laws of the State of _____, with its

principal offices in the City of _____, and authorized to do business in the State of

Florida are held and firmly bound unto the Owner, _____ in _____

the penal sum of _____ Dollars (\$) lawful money

of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our

heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying proposal, dated __, 2022, for:

**CONSTRUCTION OF
TOWN OF SURFSIDE 96TH STREET PARK PROJECT
TOWN OF SURFSIDE, FLORIDA**

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the proposal as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of

no effect, otherwise to remain in full force and effect.

- B. In the event of the withdrawal of said proposal within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said proposal and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required)
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Name of Firm

Signature of Authorized (Affix Seal)

Title

Business Address

City, State & Zip

Code

WITNESSES:

SURETY:

Corporate Surety

Attorney-in-Fact (Affix

Seal) Business Address

City, State & Zip Code

Name of Local Insurance Agency

**[SPACE LEFT INTENTIONALLY BLANK.
CERTIFICATE AS TO CORPORATE PRINCIPAL FOLLOWS.]**

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within **BID BOND**; that _____ who signed said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20___, by _____, on behalf of _____.

_____. She/He is personally known to me or has produced _____ as identification.

Notary Public

Print Name

[SEAL]

Form 3

PERFORMANCE BOND

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that _____ as

Principal, hereinafter called Contractor, and _____ as Surety,

hereinafter called Surety, are held and firmly bound unto the Town of Surfside, as Obligee,

hereinafter called Owner, in the amount of _____

Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2022, entered into a Contract with Owner for:

**CONSTRUCTION OF
TOWN 96TH STREET PARK PROJECT
TOWN OF SURFSIDE, FLORIDA**

in accordance with the Drawings and Specifications prepared by Savino Miller Design Studio and the Contract for Construction, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that,

if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the Consulting Engineer and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of

the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provision of said Contract.

B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the Project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the Project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.

C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

D. The surety represents and warrants to the Owner that they have a Best’s Key Rating Guide General Policyholder’s Rating of “_____” and Financial Category of “Class_____”.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required) (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

Title

Business Address City,

State & Zip Code

WITNESSES:

SURETY:

Corporate Surety Title

Business Address City,

State & Zip Code

Name of Local Insurance Agency

**[SPACE LEFT INTENTIONALLY BLANK.
CERTIFICATE AS TO CORPORATE PRINCIPAL FOLLOWS.]**

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within **PERFORMANCE BOND**; that _____ who signed said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary

(Corporate Seal)

STATE OF FLORIDA

)

) ss:

COUNTY OF _____

)

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

Notary Public

Print Name

[SEAL]

Form 4
PAYMENT BOND

STATE OF FLORIDA)
)
SS: COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called Contractor, and _____ as Surety, hereinafter
called Surety, are held and firmly bound unto the Town of Surfside, as Obligee, hereinafter called
Owner, in the amount of _____ Dollars (\$____) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2022, entered into
a Contract with Owner for:

CONSTRUCTION OF
TOWN 96TH STREET PARK PROJECT
TOWN OF SURFSIDE, FLORIDA

in accordance with Drawings and Specifications prepared by Savino Miller Design Studio and the
Contract for Construction, which Contract is by reference made a part hereof and is hereinafter referred
to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
Principal shall promptly make payment to all claimants, as herein below defined, then this
obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the
following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and
supplies, used directly or indirectly by the said Principal or any subcontractor in the
prosecution of the work provided for in said Contract, and is further defined in Section
255.05(1) of the Florida Statutes.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner
that every claimant as herein defined, who has not been paid in full before the expiration
of a period of ninety (90) days after performance of the labor or after complete delivery

of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

- C. No suit or action shall be commenced hereunder by any claimant.
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
 2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
 3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses Required) (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer
(Affix Seal)

Title

Business Address City,

State & Zip Code

WITNESSES:

SURETY:

Corporate Surety Title

Business Address City,

State & Zip Code

Name of Local Insurance Agency

**[SPACE LEFT INTENTIONALLY BLANK.
CERTIFICATE AS TO CORPORATE PRINCIPAL FOLLOWS.]**

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within **PAYMENT BOND**; that _____ who signed said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary

(Corporate Seal)

STATE OF FLORIDA

)

) ss:

COUNTY OF _____

)

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

Notary Public

Print Name

[SEAL]

ATTACHMENT C
SAMPLE CONSTRUCTION CONTRACT

ATTACHMENT D

SAVINO MILLER DESIGN STUDIO 96TH STREET PARK

DRAWINGS AND SPECIFICATIONS / CONSTRUCTION DOCUMENTS