RESOLUTION NO. 26-2209

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT PURSUANT TO INVITATION TO BID NO. 2026-12 TO RG UNDERGROUND ENGINEERING, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, FOR THE LOCH LOMOND PHASE II DRAINAGE IMPROVEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-TWO DOLLARS ($1,268,862.00); AUTHORIZING A PROJECT CONTINGENCY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND TWENTY CENTS ($126,886.20); AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AUTHORIZING THE TRANSFER OF SIX HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND TWENTY CENTS ($625,748.20) FROM THE STORMWATER SERIES 2021 BOND FUNDS INTO ACCOUNT NO. 402-563800-21S17; AUTHORIZING THE TOWN MANAGER TO AWARD THE CONTRACT TO THE SECOND-LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND TO MAKE RELATED BUDGET TRANSFERS IN THE EVENT RG UNDERGROUND ENGINEERING, INC. IS UNABLE TO PERFORM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") is committed to improving its stormwater drainage infrastructure in order to reduce flooding and to protect the health, safety, and welfare of its residents; and

WHEREAS, on June 29, 2026, the Town issued Invitation to Bid No. 2026-12 (the "ITB") for the Loch Lomond Phase II Drainage Improvement Project (the "Project"), which was advertised in the Community Newspapers, posted to DemandStar and Public Purchase, and posted on the electronic board in the Government Center lobby; and

WHEREAS, the Project consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for drainage and road improvements, including drainage system installation, milling and resurfacing, thermoplastic pavement markings, and site restoration, including landscaping, swales, concrete curb and gutter, driveways (asphalt, paver, or concrete), mailboxes, and street signs (the "Work"); and

WHEREAS, to be eligible for award, the ITB required each bidder to, among other things, possess a minimum of five (5) years of experience performing drainage improvement work of a similar size, scope, and complexity for local and county government agencies; have completed at

similar size, scope, and complexity for local and county government agencies; have completed at least five (5) drainage improvement projects in the past three (3) years, as demonstrated through five (5) client reference letters; possess a valid State of Florida Certified General Contractor license or a Certificate of Competency from the Miami-Dade County Construction Trades Qualifying Board as a General Engineering Contractor or Specialty Engineering Contractor; self-perform at least thirty percent (30%) of multiple trade work; and submit with its bid a letter from a surety company confirming the bidder's ability to obtain the required performance and payment bonds; and

WHEREAS, on July 29, 2026, the Town opened twenty-one (21) bids received in response to the ITB, and RG Underground Engineering, Inc. ("RG") submitted the lowest bid, in the amount of One Million Two Hundred Sixty-Eight Thousand Eight Hundred Sixty-Two Dollars ($1,268,862.00); and

WHEREAS, the Town's Procurement staff performed a due diligence review of the bids for responsiveness and determined that RG's bid did not reveal any material defects in the bid or in RG's qualifications, and that RG has been in business for seventeen (17) years, is licensed to perform the Work, provided references for projects of a similar size, scope, and complexity, and is able to self-perform at least thirty percent (30%) of multiple trade work; and

WHEREAS, RG has successfully performed work for the Town on the Royal Oaks Drainage and Roadway Improvement Project, the West Lakes Drainage and Roadway Improvement Project, the NW 83rd Place Drainage Improvement Project, the NW 166th Street Drainage Improvement Project, the West Lakes Gardens Drainage Improvement Project, the Royal Oaks Sixth Addition Drainage Improvement Project, and the Franchesca Mary Drainage Improvement Project; and

WHEREAS, the Town Manager recommends that the Town Council approve the award of a contract for the Project to RG, as the lowest responsive and responsible bidder, in an amount not to exceed One Million Two Hundred Sixty-Eight Thousand Eight Hundred Sixty-Two Dollars ($1,268,862.00), as more particularly described in RG's bid, a copy of which is attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, the Town Manager further recommends a Project contingency of approximately ten percent (10%), in an amount not to exceed One Hundred Twenty-Six Thousand Eight Hundred Eighty-Six Dollars and Twenty Cents ($126,886.20), to be utilized for all tasks associated with, and independently procured for, the Project, including construction, design, inspections, and any unforeseen circumstances related to the Project; and

WHEREAS, construction of the Project is anticipated to be completed within two hundred forty (240) days after execution of the Contract; and

WHEREAS, the Project will be funded by Seven Hundred Seventy Thousand Dollars ($770,000.00) from a State of Florida Department of Environmental Protection grant and Six Hundred Twenty-Five Thousand Seven Hundred Forty-Eight Dollars and Twenty Cents ($625,748.20) from the Stormwater Series 2021 Bond funds, which requires the transfer of Six Hundred Twenty-Five Thousand Seven Hundred Forty-Eight Dollars and Twenty Cents ($625,748.20) from the Stormwater Series 2021 Bond funds line item into Account No. 402-563800-21S17 to fully fund the Project, as reflected in the budget sheet attached hereto as Exhibit "B"; and

WHEREAS, as a proactive measure to avoid potential Project delays, the Town Manager recommends that the Town Council authorize the award of the Contract to the second responsive and responsible bidder in the event RG is deemed non-responsive, withdraws its bid, or is otherwise unable to perform the Work as required, together with authority to make any budget transfers necessary to cover the resulting difference in contract cost; and

WHEREAS, the Town Council finds that the approval of the Contract and the related authorizations set forth herein serve a valid public purpose and are in the best interest of the health, safety, and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are true and correct and are hereby ratified, confirmed, and incorporated herein by this reference as if fully set forth in this Section.

Section 2. Approval and Authorization. The Town Council hereby approves the award of the Contract pursuant to the ITB to RG Underground Engineering, Inc., as the lowest responsive and responsible bidder, for the Loch Lomond Phase II Drainage Improvement Project, in an amount not to exceed One Million Two Hundred Sixty-Eight Thousand Eight Hundred Sixty-Two Dollars ($1,268,862.00), and authorizes a Project contingency in an amount not to exceed One Hundred Twenty-Six Thousand Eight Hundred Eighty-Six Dollars and Twenty Cents ($126,886.20), to be utilized for all tasks associated with, and independently procured for, the Project, including construction, design, inspections, and any unforeseen circumstances related to the Project. The Town Manager, or designee, is hereby authorized to execute the Contract, subject to approval as to form and legal sufficiency by the Town Attorney. In the event RG Underground Engineering, Inc. is deemed non-responsive, withdraws its bid, or is otherwise unable to perform the Work as required, the Town Manager, or designee, is hereby authorized to award and execute

the Contract with the second-lowest responsive and responsible bidder under the ITB, subject to approval as to form and legal sufficiency by the Town Attorney, and, only in that event, to make any budget transfers necessary to cover the difference in contract cost between the lowest and second-lowest responsive and responsible bidders.

Section 3. Line-Item Modification. The Budget for Fiscal Year 2026-2027 adopted in Section 2 of Ordinance No. 26-364 is hereby modified, as reflecting Exhibit "B" attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2026-2027. The Town Council hereby modifies the budget as set forth therein and authorizes the Town Manager, or his assign(s), to administratively adjust line item 402-563800-21S17, to reflect audit adjustments and or line-item revisions as necessary, in order to transfer Six Hundred Twenty-Five Thousand Seven Hundred Forty-Eight Dollars and Twenty Cents ($625,748.20) from Storm water Bonds Series 2021 to fully fund the contract.

Section 7. Rounding. As presented, the 2026-2027 Budget and Actual Expenses are rounded to the nearest hundred; therefore, line-item adjustments within $100 are hereby incorporated within Exhibit "B."

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

**********THIS PORTION HAS BEEN LEFT PURPOSEFULLY BLANK**********

The foregoing resolution was offered by Vice Mayor Morera who moved its adoption. The motion was seconded by Mayor Dieguez and upon being put to a vote, the vote was as follows:

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Yes
Councilmember Ray Garcia	Absent
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes

Passed and adopted this 13th day of October 2026.

Joshua Dieguez
Mayor

Attest:

Gina M. Inguanzo
Town Clerk

Approved as to form and legal sufficiency:

Lorenzo Cobiella
Gastesi, Lopez Mestre and Cobiella, PLLC
Deputy Town Attorney

2026-12

LOCH LOMOND PHASE II
DRAINAGE IMPROVEMENT PROJECT

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
Councilmember Angelo Cuadra Garcia
Councilmember Ray Garcia
Councilmember Juan Carlos Fernandez
Councilmember Alex Sanchez
Councilmember Steven Herzberg

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Loch Lomond Phase II Drainage Improvement Project

2026-12

Table of Contents

Section A. NOTICE TO BIDDERS 5

Section B. INSTRUCTIONS TO BIDDERS 7

B1 DEFINITION OF TERMS 7

B2 BID PROCESS 9

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS 9

B2.02 PREPARATION OF BID 9

B2.03 ESTIMATED QUANTITIES 9

B2.04 LINE-ITEM QUANTITIES 9

B2.05 ADDITIONAL LINE-ITEM PRICING 9

B2.06 BID PREPARATION COSTS AND RELATED COSTS 9

B2.07 PRE-BID CONFERENCE 10

B2.08 QUALIFICATION OF BIDDERS 10

B2.09 EXAMINATION OF CONTRACT DOCUMENTS 10

B2.10 INTERPRETATIONS AND CLARIFICATIONS 10

B2.11 POSTPONEMENT OF BID OPENING DATE 10

B2.12 ACCEPTANCE OR REJECTION OF BIDS 11

B2.13 WITHDRAWAL OF BID 11

B2.14 OPENING OF BIDS 11

B2.15 LOCAL PREFERENCE 11

B2.16 TIE BIDS 11

B2.17 AWARD OF CONTRACT(S) 11

B2.18 BID PROTEST PROCESS 12

B2.19 EXECUTION OF CONTRACT 12

B2.20 PERFORMANCE & PAYMENT BONDS 12

B3 REQUIRED FORMS & AFFIDAVITS 12

B3.01 COLLUSION 12

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT 12

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK 12

B3.04 PUBLIC RECORDS AFFIDAVIT 13
B3.05 PUBLIC ENTITY CRIMES ACT 13
Section C. GENERAL TERMS & CONDITIONS 14
C1 GENERAL REQUIREMENTS 14
C1.01 GENERALLY 14
C1.02 RULES AND REGULATIONS 14
C1.03 HOURS FOR PERFORMING WORK 14
C1.04 SUBCONTRACTORS 14
C1.05 CONSULTANT SERVICES 15
C1.06 AUTHORITY OF THE PROJECT MANAGER 15
C1.07 INDEPENDENT CONTRACTOR 16
C1.08 THIRD-PARTY BENEFICIARIES 16
C1.09 ASSIGNMENT OR SALE OF CONTRACT 16
C1.10 TIME FOR COMPLETION 16
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION 16
C1.12 NON-EXCLUSIVE CONTRACT 16
C1.13 SEVERABILITY 16
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS 17
C1.15 ENTIRE AGREEMENT 17
C1.16 INTENTION OF THE TOWN 17
C1.17 PRIORITY OF PROVISIONS 17
C1.18 ROYALTIES AND PATENTS 18
C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION 18
C1.20 PAYMENT OF MATERIALS STORED ONSITE 18
C1.21 VEHICLES & EQUIPMENT 18
C1.22 OWNERSHIP OF THE WORK 18
C1.23 TOWN LICENSES, PERMITS AND FEES 18
C1.24 TAXES 19
C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL 19
C1.26 DEFECTIVE OR NON-COMPLIANT WORK 19
C1.27 COMPLIANCE WITH APPLICABLE LAWS 20
C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA 20

C1.29 NOTICES 20
C2 INDEMNITY & INSURANCE 21
C2.01 INDEMNIFICATION 21
C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK 21
C2.03 DEFENSE OF CLAIMS 22
C2.04 INSURANCE 22
C3 PUBLIC RECORDS 24
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS 24
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS 24
C4.01 CHANGE ORDERS 24
C4.02 FORCE MAJEURE 25
C4.03 EXTENSION OF TIME 26
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE 27
C4.05 CLAIMS 27
C4.06 CONTINUING THE WORK 28
C4.07 FRAUD AND MISREPRESENTATION 28
C4.08 STOP WORK ORDER 28
C4.09 MATERIALITY AND WAIVER OF BREACH 29
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN 29
C4.11 CONTRACT EXTENSION 29
C5 EARLY TERMINATION & DEFAULT 29
C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS 29
C5.02 CONTRACTOR DEFAULT 29
C5.03 TERMINATION FOR CONVENIENCE 30
C5.04 REMEDIES AVAILABLE TO THE TOWN 31
C5.05 FUNDS AVAILABILITY 31
C6 PAYMENT PROCESS 31
C6.01 COMPENSATION 31
C6.02 ESTIMATED QUANTITIES 31
C6.03 LINE-ITEM PRICING 32
C6.04 LINE-ITEM QUANTITIES 32
C6.05 ADDITIONAL LINE-ITEM PRICING 32

C6.06 REIMBURSIBLE EXPENSES 32
C7 AMERICAN RESCUE PLAN, FEDERAL, STATE, AND LOCAL REQUIRED CONTRACTUAL PROVISIONS 32
C7.01 EQUAL OPPORTUNITY EMPLOYMENT 32
C7.02 COPELAND ANTI-KICKBACK ACT 34
C7.03 CONTRACT WORK HOURS AND SAFETY STANDARDS 34
C7.04 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT 34
C7.05 SUSPENSION AND DEBARMENT 34
C7.06 BYRD ANTI-LOBBYING AMENDMENT 35
Section D. SPECIAL TERMS & CONDITIONS 36
D1 SCOPE OF WORK 36
D2 CONTRACT.TERM 36
D3 COMPENSATION 36
D4 SPECIFICATIONS 36
D5 LIQUIDATED DAMAGES 36
D6 WARRANTY 37
D7 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION 37
D8 ACCEPTANCE AND FINAL PAYMENT 38
D9 E-VERIFY 38
D10 NPDES REQUIREMENTS 39
D11 STAGING SITE 39
D12 STAGING SITE ..... **Error! Bookmark not defined.**
Section E. CONTRACTOR'S BID ..... Error! Bookmark not defined.

SECTION A. NOTICE TO BIDDERS

ITB Name: Loch Lomond Phase II Drainage Improvement Project
ITB No.: 2026-12

Date Advertised	**June 29, 2026**
Non-Mandatory Pre-Bid Conference	**10:00 AM, July 7, 2026**
Bids Due	**10:00 AM, July 29, 2026**
Anticipated Award Date:	**September 15, 2026**

Solicitation Overview:
The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms for the Loch Lomond Phase II Drainage Improvement Project ("Project"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project on time, within budget and according to plans and specifications, with a minimum number of issues and change orders.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive, must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 10:00 AM on July 29, 2026,** at which time the Bids will be opened**. Any bids received after the set date/time will be deemed non-responsive.**

Non-Mandatory Pre-Proposal Conference:

A Non-Mandatory Pre-Bid Conference is scheduled for 10:00 AM, July 7, 2026, at Town of Miami Lakes- Town Hall - 6601 Main Street, Miami Lakes, Florida. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at: www.miamilakes-fl.gov on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing drainage improvement work of a similar size, scope, and complexity for local and county government agencies.
2. Must have completed at least five (5) drainage improvement projects in the past three (3) years demonstrated through five (5) Form CRL – Client Reference Letters;

3. Possess a valid State of Florida Certified General Contractor license or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor; and
4. Self-perform at least thirty percent (30%) of multiple trade work.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this, or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communication, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which states that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Free on Board (F.O.B.)** means the Contractor is solely responsible for the purchase, delivery, off-loading, and installation of all equipment and material(s) and assumes all liability for replacement of any damaged equipment or material(s) and filing any and all claims with suppliers.
20. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at is sole discretion, may hire a professional consultant to perform the inspections.
21. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
22. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
23. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
24. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
25. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
27. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will ensure good faith performance.
28. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
29. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
30. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
31. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
32. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
33. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
34. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line-items, and the Bidder must provide prices for all line-items and must provide the price for the total Bid amount. Failure to include pricing on all line-items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses, and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered, and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line-items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014 at 10:00 AM, July 7, 2026,

B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors, or discrepancies.
b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes, laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.