



Piggyback Checklist

Contract Number/Name: Repair of Sidewalk Trip Hazards from the Town of Miami Lakes, ITB No. 2018-40 awarded to Florida Sidewalk Solutions, LLC

Services/Supplies to be provided: Visually inspect, pre-identify, measure, and record sidewalk trip hazards suitable for repairs though a project area. After inspection is complete, upon approval by Commission, the Contractor shall repair sidewalk trip hazards identified in order to achieve a contiguous level surface between slabs.

Using Department(s): Department of Public Works

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		
Piggyback Contract is Valid? Contract Expiration Date: 12/31/2025 (includes renewal terms, see comments)	Yes		Initial Term: 09/25/18 – 09/24/21 1st renewal: 09/25/21 – 09/24/22 2nd renewal: 09/25/22 – 09/24/23
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		
Does the piggyback contract have acceptable terms and conditions?	Yes		
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		Vendor approves of using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	Yes		08/05/2020 – 08/05/2021
Piggyback Contract has Warranty Conditions?	Yes		One year warranty on labor from the date of Final Acceptance.
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)	Yes		Contractor is to pay the City for each calendar day of unexcused delay. The total amount of liquidated damages will not exceed the value of the Work Order

Verified By: *Pete Beers*

Date: June 1, 2021

the Town. Where such funds are not available, the Town will bill the Contractor and Contractor shall reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D10 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain final completion of projects within the timeframes established in the Contract, the Work Order, or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract or Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The per diem amount to be paid in liquidated damages shall be stated in each Work Order as applicable. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D11 PROGRESS MEETINGS

Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

D12 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally.

D13 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor shall be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking without the prior written approval of the Project Manager. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor is responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

D14 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.