NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director

Date: March 22, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF MAGGOLC, INC., AS THE SECOND LOWEST-RESPONSIVE, RESPONSIBLE CONTRACTOR TO FURNISH MATERIALS, EQUIPMENT, TOOLS, MACHINERY, SUPERVISION, EXPERTISE, AND SERVICES REQUIRED FOR THE INSTALLATION OF TWO (2) TRAFFIC CIRCLES; AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE INSTALLATION OF TWO (2) TRAFFIC CIRCLES AT SELECTED LOCATIONS, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS AND EIGHTY CENTS ($221,527.80), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID 32' TRAFFIC CIRCLE PROJECT IFB NO. 43-07-15, AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Mayor and City Council approve the selection and award of Maggolc, Inc. (Maggolc), as the second lowest responsive, responsible bidder and as replacement contractor for the Invitation for Bid (IFB) No. 43-07-15, 32' Traffic Circle Project, in an amount not to exceed $221,527.80, for a term not to exceed 120 days from notice to proceed.

BACKGROUND

On September 18, 2015, the City of North Miami (City) advertised IFB No. 43-07-15, 32' Traffic Circle Project, as amended, seeking competitive sealed bids from qualified licensed contractors to furnish all labor, materials, equipment, expertise and services required for the installation of two (2) traffic circles at the following locations:

- NW 11th Avenue and NW 133rd Street
- NE 12th Avenue and NE 131st Street

Following the bid opening for this Solicitation, the City Council approved and adopted Resolution No. 2015-R127 on November 24, 2015, awarding a contract to the firm Solo Construction, Inc., as the lowest responsive and responsible bidder for this project.

However, due to Solo Construction's inability to submit the requisite performance and payment bonds within the time stipulated in their contract, their contract was subsequently terminated and staff proceeded to contact the next ranked responsive and responsible bidder to pursue a replacement contractor for this project.

As seen below in the bid tabulation for this Solicitation, the second lowest ranked responsive and responsible bidder is the firm Maggolc:

Bidders	Proposal	Ranking
Solo Construction and Engineering, Inc.	$220,321.40	1
Maggolc, Inc.	$221,527.80	2
Perpetual Advancement, Inc.	$233,114.34	3
Florida Construction and Engineering, Inc.	$250,150.78	4
JVA Engineering Contractor, Inc.	$298,150.78	5

Maggolc has agreed to perform the work for the same price and time of completion (i.e. 120 days from notice to proceed) contained in their bid proposal.

The City's Purchasing Department and Public Works Department recommend award of this contract to Maggolc for the construction of the two (2) traffic circles noted above.

FUNDING SOURCE

Funding for this project will from the City's Transportation Fund.

ATTACHMENTS

Resolution (New Contract)
Resolution No. 2015-R127
IFB No. 43-07-15, 32' Traffic Circle Project

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF MAGGOLC, INC., AS THE SECOND LOWEST-RESPONSIVE, RESPONSIBLE CONTRACTOR TO FURNISH MATERIALS, EQUIPMENT, TOOLS, MACHINERY, SUPERVISION, EXPERTISE, AND SERVICES REQUIRED FOR THE INSTALLATION OF TWO (2) TRAFFIC CIRCLES; FURTHER AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE INSTALLATION OF TWO (2) TRAFFIC CIRCLES AT SELECTED LOCATIONS, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY CENTS ($221,527.80), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID 32' TRAFFIC CIRCLE PROJECT IFB NO. 43-07-15, AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 18, 2015, the City of North Miami ("City") advertised ***Invitation for Bid 32' Traffic Circle Project IFB No. 43-07-15***, as amended ("IFB"), seeking competitive sealed bids from qualified licensed contractors to furnish all labor, materials, equipment, tools, machinery, supervision, expertise and services required for the installation of two (2) traffic circles, one to be constructed at: NW 11th Avenue and NW 133rd Street, and the other at: NE 12th Avenue and NE 131st Street, in accordance with the terms conditions and specifications contained in the IFB (collectively referred hereto as "Services"); and

WHEREAS, in response to the IFB, Solo Construction & Engineering Co., ("Solo Construction") submitted its bid and was competitively selected by City administration as the lowest-responsive, responsible bidder, with qualifications and references demonstrating to be the most advantageous to the City in the provision of Services; and

WHEREAS, on November 24, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R127, approving the competitive selection of Solo Construction and authorized the Interim City Manager to negotiate and execute an agreement for Services, to be

completed within a period of one hundred fifty (150) days from the City's issuance of a Notice to Proceed; and

WHEREAS, Solo Construction was unable to produce the requisite certificate of insurance and the payment and performance bonds, as preconditions to the execution of an agreement for Services; and

WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Maggolc, Inc., as the second ranked lowest-responsive, responsible contractor ("Contractor"), to expeditiously step in to complete the Services; and

WHEREAS, the Contractor has manifested the capability and willingness of providing Services to the City in the amount not to exceed Two Hundred Twenty-One Thousand Five Hundred Twenty-Seven Dollars and Eighty Cents ($221,527.80), within a period of one hundred twenty (120) days from the City's issuance of a Notice to Proceed ; and

WHEREAS, the Mayor and City Council, find the execution of an agreement with the Contractor, specifically for Services designed to protect the public health, safety, and welfare, is in the City's best interest.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration's competitive selection of Maggolc, Inc., as the second lowest-responsive, responsible contractor to furnish materials, equipment, tools, machinery, supervision, expertise, and services required for the installation of two (2) traffic circles.

Section 2. **Authority of Interim City Manager and Interim City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager and Interim City Attorney to negotiate and execute an agreement for the installation of two (2) traffic circles at selected locations, in the amount not to exceed Two Hundred Twenty-One Thousand Five Hundred Twenty-Seven Dollars and Eighty Cents ($221,527.80), in accordance with the terms, conditions and specifications contained in the *Invitation for Bid 32' Traffic Circle Project IFB No. 43-07-15*, as amended.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2016.

_____
DR. SMITH JOSEPH
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	_____ (Yes)_____ (No)
Vice Mayor Alix Desulme	_____ (Yes)_____ (No)
Councilman Scott Galvin	_____ (Yes)_____ (No)
Councilwoman Carol Keys, Esq.	_____ (Yes)_____ (No)
Councilman Philippe Bien-Aime	_____ (Yes)_____ (No)

RESOLUTION NO. 2015-R-127

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF SOLO CONSTRUCTION & ENGINEERING CO., AS THE LOWEST-RESPONSIVE, RESPONSIBLE CONTRACTOR TO FURNISH MATERIALS, EQUIPMENT, TOOLS, MACHINERY, SUPERVISION, EXPERTISE, AND SERVICES REQUIRED FOR THE INSTALLATION OF TWO (2) TRAFFIC CIRCLES; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE INSTALLATION OF THE TRAFFIC CIRCLES AT SELECTED LOCATIONS, IN THE AMOUNT OF TWO HUNDRED TWENTY THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS AND FORTY CENTS ($220,321.40), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID 32' TRAFFIC CIRCLE PROJECT IFB NO. 43-07-15, AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, in September 18, 2015, the City of North Miami ("City") advertised ***Invitation for Bid 32' Traffic Circle Project IFB No. 43-07-15***, as amended ("IFB"), seeking competitive sealed bids from qualified licensed contractors to furnish all labor, materials, equipment, tools, machinery, supervision, expertise and services required for the installation of two (2) traffic circles, one to be constructed at: NW 11th Avenue and NW 133rd Street, and the other at: NE 12th Avenue and NE 131st Street, in accordance with the terms conditions and specifications contained in the IFB (collectively referred hereto as "Services"); and

WHEREAS, in response to the IFB, Solo Construction & Engineering Co., ("Contractor") submitted its bid and was competitively selected by City administration as the lowest-responsive, responsible bidder, with qualifications and references demonstrating to be the most advantageous to the City in the provision of Services; and

WHEREAS, the Contractor manifested the capability and willingness of providing Services to the City in the amount of Two Hundred Twenty Thousand Three Hundred Twenty-One Dollars and Forty Cents ($220,321.40), within a period of one hundred fifty (150) days; and

WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Contractor and further authorize an agreement for the completion of Services; and

WHEREAS, the Mayor and City Council find the selection of Contractor to be in the best interest of the City, and that the provision of Services are designed to protect the public health, safety, and welfare.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration's competitive selection of Solo Construction & Engineering Co., as the lowest-responsive, responsible contractor to furnish materials, equipment, tools, machinery, supervision, expertise, and services required for the installation of two (2) traffic circles.

Section 2. **Authority of Interim City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager to negotiate and execute an agreement for the installation of the traffic circles at selected locations, in the amount of Two Hundred Twenty Thousand Three Hundred Twenty-One Dollars and Forty Cents ($220,321.40), in accordance with the terms, conditions and specifications contained in the *Invitation for Bid 32' Traffic Circle Project IFB No. 43-07-15*, as amended.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 24th day of November, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Desulme

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	X (Yes)	____ (No)
Vice Mayor Carol Keys, Esq.	X (Yes)	____ (No)
Councilman Scott Galvin	X (Yes)	____ (No)
Councilman Philippe Bien-Aime	X (Yes)	____ (No)
Councilman Alix Desulme	X (Yes)	____ (No)

INVITATION FOR BID

32' TRAFFIC CIRCLE PROJECT
IFB NO. 43-07-15

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

OCTOBER 6, 2015 AT 12:00 P.M.

RESPONSE SUBMISSION DATE AND TIME

OCTOBER 14, 2015 NO LATER THAN 3:30 PM (LOCAL TIME)

ESTIMATED ANNUAL COST: $180,000

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a Response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 43-07-15**

Contact Person: Heylicken Espinoza, Buyer
Email: purchasing@northmiamifl.gov

The City of North Miami, Florida, herein after referred to as "City", is hereby soliciting Bids from qualified, licensed and experienced General Contractors ("Bidders" or "Respondents") to provide all the necessary labor and materials for this solicitation within the City.

Please submit one (1) original bound Bid, one (1) complete copy and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in Response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section**,** where shortly after a public opening will take place in the Office of the City Clerk at which time accepted Bids will be opened and read. Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bids to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

"IMPORTANT, SOLICITATION ENCLOSED"
32' Traffic Circle Project
IFB No. 43-07-15

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	September 18, 2015	
Last Date for Receipt of Written Questions:	October 6, 2015	12:00 pm
Opening of Solicitation:	October 14, 2015	3:30 pm

(The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

A 5% Bid Bond **must** be included with Bid submittal, as further specified herein.

ACCEPTANCE AND REJECTIONS

The City Manager reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
Shannon Graham,
Purchasing Manager

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All of our Contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1 Sworn Statement under Section 287.133(3)(a), Florida Status, on Public Entity Crimes

A-2 Non-Collusive Bid Certificate

A-4 Questionnaire Instructions

A-5 Addendum to Bid Documents

A-6 Bidders Disclosure of Subcontractors and Suppliers

A-7 General Insurance Requirements

A-8 Statement of No Response

A-14 References

Attachment A **Drawings - NE 12 Ave & NE 131 St**

Attachment B **Drawings - NW 11 Ave & NW 133 St**

SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.

c) "City Manager" means the Chief Executive Officer of the City or his designee.

d) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

e) "Contractor" means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

f) "Department" means a department of the City, as may be designated herein.

g) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.

h) "Bidder" or "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.

i) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.

j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.

k) "Solicitation" means this **Invitation for Bid** (IFB) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) "Work" or "Services" means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Bid documents to complete the Project.

1.2 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Price Proposal Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E. 125th Street, North Miami, Florida 33161-5216 until 3:30 p.m., local time on date due.

1.3 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.4 EXECUTION OF BID:

The bid must contain a manual signature of an authorized representative in the space provided on the Price Proposal Form. Failure to properly sign the Bid may invalidate same and it may not be considered for award. All bids should be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed may not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way after submitted to the City.

1.5 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.6 PRICES QUOTES

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 120 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City of North Miami is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and Services. Failure to do so will be at the Bidder's risk.

1.9 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.10 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of North Miami, Florida.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The city may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

1.12 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. BIDS MAY NOT BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to bid an alternate brand or model number, the Bid may be considered as incomplete and not in compliance with the specifications as listed on the attached form.

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at Bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.14 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All

samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

1.15 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Tuesday, excluding holidays.

1.16 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov.

1.17 AWARDS:

The City Manager reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Price Proposal Form unless additional quantities are not acceptable, in which case the Price Proposal Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City Manager reserves the right to award multiple bidders. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 BID OPENING:

Bids shall be opened and publicly read in the Office of the City Clerk, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.19 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City Manager, unless loss or damage is the result of gross negligence by the City. If the materials or Services supplied to the City are found to be defective or not conform to specifications, the City Manager reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 PAYMENT:

Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.21 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

1.22 LEGAL REQUIREMENTS:

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.23 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of North Miami, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.24 OSHA:

The Bidder warrants that the product and Services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

1.25 SAFETY PRECAUTIONS:

The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder

1.26 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.27 ANTI-DISCRIMINATION:

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all

persons without regard to race, color, religion, sex or national origin.

1.28 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items listed in the Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City of North Miami property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid

1.30 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bonds shall be submitted with the Bid in the amount specified in Supplemental Conditions [not contained in this document]. After acceptance of Bid, the City Manager will notify the successful Bidder to submit performance and payment bonds and certificate of insurance in the amount specified in Supplemental Conditions [not contained in this document].
The successful Bidder will be required to furnish to the City of North Miami, a Performance Bond and Payment Bond for 100% of the total Bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statue 28730935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City Manager. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

1.31 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Response package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.32 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City Manager. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.33 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that the City Council, any evaluation committee members, neither employees of the City nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.34 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Director of Procurement may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by

the City Manager. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.36 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this IFB and any subsequent addenda issued by the City Manager shall govern all aspects of this Solicitation.

1.37 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City Manager may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.

1.38 CANCELLATION OF THE SOLICITATION

The City Manager reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following applies:

A) The Contractor is determined by the City Manager to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City Manager. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.

B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.

C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

1.39 PROTEST

If a potential Respondent protests any provisions of the Solicitation documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Bids. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest with the City Clerk, a filing fee in an amount equal to one percent (1%) of the amount of the Bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Respondent's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.40 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City Manager determines to be fair, competitive and reasonable.

1.41 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City Manager.

1.42 SUBSTITUTIONS:

The City of North Miami, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded.

Any substitute shipments will be returned at the Bidder's expense.

1.43 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.44 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in **DUPLICATE** to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.

1.45 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City Manager will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.46 ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City Manager.

1.47 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.48 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.49 PUBLIC RECORDS AND EXEMPTIONS

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected**,** and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

1.50 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Responses for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Bid is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Bid contains any materials irregularities. Minor irregularities contained in response will be waived by the City Manager. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.51 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Bids on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Bids, the City Manager may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Bid. All oral presentations will be scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral

presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.52 FACILITIES:

The City Manager reserves the right to inspect the Bidder's facilities at any time with prior notice.

1.53 APPLICABLE LAW AND VENUE:

The law of the state of Florida shall govern the Contract between the City of North Miami and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.

1.54 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Department by the deadline indicated on this solicitation a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of North Miami Purchasing Agent. The City Manager shall issue an Informational Addendum if clarification or minimal changes are required. The City Manager shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. The City Manager shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be mailed to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Bid documents, Addendum shall govern all other Bid documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.55 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.56 REVIEW OF RESPONSE FOR RESPONSIVE

Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.57 CITY COUNCIL REVIEW

The Purchasing Manager will report the result of this IFB to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Contract negotiations. The City Manager reserves the right to reject all Bids.

1.58 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.59 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever or to award to multiple bidders, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
B) The City shall award a Contract to a Bidder through action taken by the City Council or the City Manager.
C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.
D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submission of other documents

as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City Manager. If the Bidder is in default, the City Manager, through the Purchasing Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City Manager may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City Manager reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Solicitation.

F) The City Manager reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any Contract awarded in regard to this Solicitation.

1.60 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

1.61 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Price Proposal Form and all required product information and any other items as indicated on the Price Proposal Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.62 LAWS, PERMITS AND REGULATIONS:

The Bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the Work contemplated herein.

1.63 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.64 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.65 FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total numbers of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

1.66 VENUE:

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida.

1.67 NON-RESPONSIVE RESPONSES

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint

venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.68 CONE OF SILENCE

This Solicitation is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each IFB, RFP, RFQ, and ITQ after the advertisement of said IFB, RFP, RFQ, and ITQ. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or Services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular IFB, RFP, RFQ, and ITQ shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offer, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-solicitation conference, oral presentations before selection committees, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable IFB, RFP, RFQ, ITQ, or Bid documents. A copy of all written communications must be filed with the City Clerk.

1.69 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Bid Response, or within 3 business days of request of the Purchasing Department, a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Response non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City Manager **(See "Form A-6").**

1.70 BUSINESS ENTITY / VENDOR REGISTRATION

The City of North Miami requires business entities to complete vendor registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this IFB.

1.71 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.72 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.73 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL RESPONDENTS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Proposal or Response submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid or Proposal or Response submission, that is appropriate for the goods, Services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or Services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.74 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.75 COMMUNITY BENEFITS PLAN

The Contractor may be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor may be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor may be required to demonstrate and provide to the City Manager a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

1.76 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.77 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.78 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.79 LATE SUBMISSIONS

The City Manager will not accept Bids received after opening time and encourages early submittal.

1.80 SOLICITATION OPENING

Properly received Responses will be announced at the Bid Opening. Responses will be opened in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.81 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.82 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.83 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.84 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.85 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Bid documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Bid documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.87 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Invitation for Bid is to receive bids for the construction of two traffic circles to be built at the following locations:

NW 11th Avenue and NW 133rd Street and,
NE12th Avenue and NE 131st Street.

2.2 ADDITIONAL INFORMATION & CLARIFICATION

You may submit questions in writing to be received no later than 12:00 p.m., October 6, 2015 to: Heylicken Espinoza, Buyer, City of North Miami, 776 NE 125th Street, North Miami, FL 33161. E-mail: purchasing@northmiamifl.gov. The Contractor **should** carefully examine the sites and specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the Contract.

2.3 SEALED BIDS

One original and one digital copy of the completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, North Miami City Hall, 776 NE 125th Street, North Miami, FL 33161 on or before 3:30 p.m. local time on October14, 2015.

2.4 TERM OF CONTRACT: UPON COMPLETION

Services shall commence upon an executed Contract with and the issuance of a Purchase Order and Notice to Proceed (NTP) letter. This contract shall remain in effect until such time as the commodities, equipment and/or Services acquired in conjunction with this Solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

The Contractor shall provide a Work schedule indicating time for completion from receipt of the NTP. The Work schedule will be reviewed, and if accepted by the City Manager, it will be included as the term of Contract. Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City Manager in writing.

2.5 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF CONTRACT

If the Bidder is awarded a Contract under this Bid Solicitation, the prices quoted by the Bidder shall remain fixed and firm during the term of this Contract.

2.6 METHOD OF AWARD

Award of this Solicitation may be made to the low Bidder who has qualifications and references that are demonstrated to be the most advantageous to the City. Low Bid will be determined by Response given on the Price Proposal Form; awards may be issued based on the lowest Bid per Service and/or Product. The City Manager reserves the right to reject any Bids, to waive irregularities and/or inconsistencies in any Bid, and to make the award in a manner deemed in the best interest of the City.

2.7 MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Respondents must demonstrate that it, or its Subcontractor(s) have sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.7.1 Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.7.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:

- **State of Florida General Contractor License and/or**
- **Miami Dade General Contractor License**

2.7.3 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.7.4 A Miami-Dade County Licensed Contractor

2.7.5 Must be able to perform 50% of the work as a minimum with its own forces;

2.7.6 Has available the organization and qualified manpower to do the Work;

2.7.7 Has adequate financial status to meet the financial obligations to perform the Work.

2.10 INDEMNIFICATION AND INSURANCE

Respondents must submit with their Responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.10.1 COMMERCIAL GENERAL LIABILITY

$1,000,000 for each occurrence, $2,000,000 general aggregate, to include personal injury/advertising injury and products/completed operations which shall be maintained for three years after completion of project.

2.10.2 COMMERCIAL AUTOMOBILE LIABILITY (COVERING OWNED, NON-OWNED & HIRED VEHICLES)

$1,000,000.00 combined single limit bodily injury & property damage covering all autos including owned, scheduled, hired and non-owned/lease.

2.10.3 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000.00 per accident for bodily injury or disease.

2.10.4 PROFESSIONAL LIABILITY

Contractor shall provide proof of professional liability with minimum limits of $1,000,000

Liability insurance shall name the City of North Miami as an additional insured. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of A rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated

to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other Projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understand and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as "additional insured".

2.11 LOCAL PREFERENCE

In accordance with the City Code of Ordinances Sec. 7-151, regarding preference to local businesses, except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

Local business means the offeror, supplier, or contractor: (1) has a business located in the city with a current city business tax receipt issued prior to the city's issuance of the solicitation for supplies or services;(2) has at least ten (10) percent of its total workforce residing in the city prior to the city's

issuance of the solicitation for supplies or services; and/or (3) subcontracts at least ten (10) percent of the contractual amount of a city project with subcontractors who are physically located within the city. The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the city.

2.12 TIE BIDS

In accordance with the City Code of Ordinances Sec. 7-162, regarding identical tie Bids, preference will be given to local vendors. If none of the vendors are local, a public drawing of lots will be held.

2.13 NON-EXCLUSIVITY CLAUSE

If a Contract is awarded as a result of this Invitation for Bids, the Contract shall be non-exclusive and shall not in any way preclude the City from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or Services from other entities or sources including state Contractors.

2.14 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative is of the opinion that the Work is being unnecessarily delayed and will not be finished within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop all Work and cease to have any rights to the possession on the Worksite and shall forfeit the Contract.

The City Manager may thereupon look to the next lowest response from a Bidder to complete the Work or re-advertise for Bids and a Contract for the uncompleted Work, and charge the cost thereof to the original Respondent under the Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the

Contractor during various phases of the Work assignment. The Respondent shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows: All invoices shall contain the following basic information:

2.15.1 CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

2.15.2 CITY INFORMATION:

- City Purchase Order Number

2.15.3 PRICING INFORMATION:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.15.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.15.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.15.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

Payment will be made not more than once a month, unless approved by the Public Works Department. Compensation may be made to the Bidder of up to ninety percent (90%) for the Work completed in each payment requested submitted. Retainage will be kept until final completion and acceptance of Project.

The City will pay the Contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, and install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the Work complete and to leave the area in first class condition as stated on the Price Proposal Form.

2.16 LIQUIDATED DAMAGES

If the Contractor fails to complete the work within one hundred and twenty (120) calendar days, it is understood that $150.00 per consecutive calendar day will be deducted, as liquidated damages, for each day beyond the specified completion time. The City may, in lieu of the above, notify the Respondent to cease work and the City will complete the work. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the contract consideration and shall be an obligation of the Respondent.

2.17 COMPLETION TIME:

Completion of the Project must be achieved within **one hundred and twenty (120) days** from the Notice to Proceed. The City seeks a Contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If, in the opinion of the City's Project Manager, the successful Bidder fails at any time to meet the completion requirements, then the Contract may be cancelled upon written notice.

2.18 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations that would apply to the provision of Services.

2.19 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a Worksite, remain open to the public whenever and wherever possible.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City Manager.

In the event Contractor fails to remove all rubbish, debris, materials and waste from the Worksite, the City Manager may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

Contractor shall notify the City Manager in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any Work. Failure to notify the City Manager of any damage shall result in the Contractor's duty to repair the damage at no additional expense to the City.

Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

2.20 CONDITIONS OF WORK

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Respondent in a manner acceptable to the City of North Miami. Such property shall include but not limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Respondent shall submit to the Public Works Department for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the Respondent to make repairs per above paragraph.

Respondent shall notify the Public Works Department of any pre-existing damage to tree trunks or limbs before beginning work. Failure to do so shall obligate the Respondent for tree removal, and canopy replacement as per DERM codes, ordinances and or resolutions.

2.21 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the Project Manager.

2.22 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Respondent are found to be defective or do not conform to specifications:

2.22.1 The materials may be returned to the Respondent at the Respondent's expense and the Contract cancelled; or

2.22.2 The City Manager may require the Respondent to replace the materials at the Respondent's expense.

2.23 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.23.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Respondent shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City Manager. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Respondent shall remain in force for the full period identified by the Respondent; regardless of whether the Respondent is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Respondent does not constitute a waiver of these warranty provisions.

2.23.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City, within seven (7) calendar days after the City Manager notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City Manager may;

(a) Place Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for Work or materials; either through a credit memorandum or through invoicing.

2.24 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Respondent shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City Manager with forty-five (45) calendar days to correct deficiencies. The Respondent shall promptly correct these deficiencies, without cost to the City, within 180 calendar days after the City Manager notifies the Respondent of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.25 PROTECTION

All Work in fulfillment of this Project shall be performed on City property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the Work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City Manager prior to the final acceptance of the Work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, and trees.

Contractor shall notify the Public Works Department in writing of the site having pre-existing damage of sidewalks, cubs, façade, adjacent improvements, etc., before beginning Work. Failure to do so shall obligate the Contractor to make repairs per above paragraph.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the Worksite and shall provide the necessary warning devises, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

2.26 INSPECTION BY THE CITY

The Respondent is required to conduct on-site inspections at times which are mutually convenient to the Respondent and the City's officials, and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes and general construction techniques. The Respondent shall provide reasonable notice to the Project Manager prior to the scheduling of these on-site production inspections.

The City Manager reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent's offer.

2.27 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Respondent-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Respondent expense, to the Respondent. At the City Manager's own option, the Respondent shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Respondent shall not assess any additional charge(s) for any conforming action taken by the City Manager under this clause.

2.28 EQUAL PRODUCT, MANUFACTURER'S PRODUCT

Where equal products are proposed, Bid must be accompanied by complete product information sheet. The City Manager shall be the sole judge of the acceptability of the product in conformance with the Bid Specifications and its decision shall be final.

2.29 NOTICE TO PROCEED

The Respondent shall neither commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received along with the executed Contract and Purchase Order by the respondent from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

2.30 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Respondent shall state in its offer the number of calendar days from the date of the NTP in which it will guarantee to complete the Work, repair, and/or Service. A written instruction from an authorized City representative shall constitute sufficient notice to the Respondent to commence Work. Time for completion may be considered a factor in determining the Respondent to whom award will be made, if so stipulated in provision entitled “Method of Award”.

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the Respondent(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Respondent. In these cases, the Respondent shall notify the City Manager of the delays in advance of the original completion date so that a revised completion schedule can be appropriately considered by the City Manager. Should the Respondent(s) to whom the Contract(s) is awarded fail to complete the Work within the number of days as stated in its offer, it is hereby agreed and understood that the City Manager reserves the authority to cancel the Contract with the Respondent and to secure the Services of another Respondent to complete the Work. If the City Manager exercises this authority, the City shall be responsible for reimbursing the Respondent for Work which was completed and found acceptable to the City Manager in accordance with the Contract specifications. The County may, at its option, demand payment from the Respondent, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Respondent. If the incumbent Respondent fails to honor this invoice or credit memo, the City Manager may terminate the Contract for default.

2.31 WORK ACCEPTANCE

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

2.32 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.33 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Bid documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Respondent by the City's Project administrator, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected Work. If the Respondent fails to correct the Work within the period specified, the City

Manager may, at their discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City Manager within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the Work within the period specified in the notice, the City Manager shall place the Respondent in default.

2.34 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

Unless otherwise provided in this Solicitation the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.35 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.36 HOURS OF WORK

Contractor will perform Work Monday through Friday, excluding City holidays, from 7:30 a.m. to 4:30 p.m. unless prior written approval is given by the City. Hours beyond those allotted must be requested in writing and approved by the City.

2.37 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.38 EMPLOYEES

Bidder shall be responsible for the appearance of all working personnel assigned to the Project. Personnel must be able to supply proper identification of all times.

All employees of the Contractor shall be considered to be all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or Manager of the City. The Contractor shall supply competent and physically capable employees and the City Manager may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

2.39 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract.

2.40 EXAMINATION OD SITE (RECOMMENDED)

Prior to submitting its offer it is advisable that the Contractor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Contractor is also advised to examine carefully the drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.41 REFERENCES

Each Bid must be accompanied by a list of three (3) references of similar Work, which shall include the name of the company, a contact person and the telephone number. **Bids may not be considered without this list**. (Contract Form A-14)

2.42 WAIVER OF IRREGULARITIES

The City Manager may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

2.42.1 In no event will any such elections by the City Manager be deemed to be a waiving of the Project criteria.

2.42.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

2.42.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products.

2.43 COMPLETE PROJECT REQUIRED

These specifications describe the various items or classes of Work required, enumerating or defining the extend of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Bidder form furnishing, installing or performing such Work where required by an part of these specifications, or necessary to the satisfactory completion of the Project.

2.44 BID SUBMITTAL

All Bids submitted shall include the completed Price Proposal Form and all required product information and any other items as indicated on the Bid Document. Bids will be

considered “Non-Responsive” if the required information is not submitted by the date and time specified.

Before submitting Bid, each Bidder shall conduct all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Manager.

2.45 BIDDERS QUALIFICATIONS

In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified Work. Evidence shall include all information necessary to certify that the Bidder; maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this Scope of Work; have available the organization and qualified manpower to do the Work; has adequate financial status to meet the financial obligations incident to the Work; and serviced similar type, size and complexity of Projects. The evidence will consist of listing the type of sidewalk Projects, for the last five (5) years including preparing shop drawing and signage installation consistent with FDOT requirements.

2.46 LATE BIDS:

The City cannot accept Bids received after opening time and encourages early submittal.

2.47 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Price Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the Bid to be considered non-responsive.

2.48 COMPLETE INFORMATION REQUIRED ON PRICE PROPOSAL FORM:

All Bids must be submitted on the attached Price Proposal Form and all blanks filled in. To be considered a valid Bid, the **ORIGINAL AND ONE DIGITAL COPY** of the Bid and Price Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

2.49 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint’s or handouts) if requested by Council and/or authorized by the City representative. Contractor will be required to attend City Council meeting for approval of award. Contractor will be notified of date and time of this meeting.

2.50 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Bid Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The City has issued this Solicitation to establish a contract, to furnish all labor, equipment, materials and expertise as required for Traffic Circles (Roadway Improvements/Traffic Calming Devices) "Project" in the City of North Miami, as specified herein, from a source that will give prompt and efficient service. All work shall be performed in accordance with applicable federal, State and Local regulations.

Work under this Contract consists of furnishing all supervision, labor, materials, equipment, tools and performing all operations necessary for Roadway Improvements/Traffic Calming. This work includes but is not limited to proper coordination and placement of an MOT, installation of road base and asphalt surfaces, pavement removal, pavement milling, pavement markings/striping, installation of concrete pavers, signage, ensuring proper drainage, installation of sidewalks, ramps, detectable warnings, concrete curb and gutter, providing complete site restoration where required, coordinating with FPL for electrical service, installation of LED lighting, coordinating with Miami-Dade Water and Sewer Department for water services along with the installation of irrigation, installation of "unistrut" systems for irrigation controls and meter can, landscaping and other elements of traffic calming device construction in a professional and timely manner.

3.2 PERMITS

It shall be the Contractor's responsibility to obtain all permits required for the Project prior to commencement of work. Permits to perform work within the City's Right-of-way are issued by the City's Building and Zoning Department located at 12400 NE 8th Avenue, North Miami, Florida 33161.

Additional permits, which may be required by other agencies, including those required for tree removal and/or relocation will be the responsibility of the Contractor. The actual cost for City issued permits only, excluding the Miami-Dade County surcharge fee applied to every permit within the City, will be waived.

Work to be performed that is located on a County maintained road and Contractor must obtain permits from the County and other authorities having jurisdiction. Contractor shall verify that the location of underground utilities with Sunshine One Call, TECO People's Gas, FPL, AT&T, Comcast, etc. prior to any work.

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection. Inspection shall be required at the following stages of construction:

a. Subgrade prep completion
b. Sidewalk formed prior to pouring concrete
c. Paving
d. Final

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

3.3 PLANS AND WORKING DRAWINGS

A) Plans:

Bid documents include plans and typical details regarding the proposed work of the intersections have been provided. Additional standard details are available in the Miami-Dade County Public Works Manual and the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System. The City through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as the work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans and specifications." In case of disagreement between the Plans and Specifications, the City's Project Manager shall make a final determination as to which shall govern.

B) Working Drawings:

The Contractor shall prepare whatever detailed working drawings are necessary to enable him to fabricate, erect, and construct all parts of the work in conformity with the Plans and Specifications. Working drawings shall include shop drawings and erection diagrams for structural steel where required. Working drawings shall be submitted to the Engineer in triplicate; one set will be returned to the Respondent approved or showing the changes or corrections required; if changes or corrections are required, five copies shall be resubmitted until they are approved. Payment for working drawings, revisions thereof, arid for copies furnished, shall be included in the amounts bid for materials or work. The Contractor shall furnish as many sets of paper blueprint copies for working drawings as the City and the Engineer may need for the work. The Contractor should allow a minimum of fourteen (14) calendar days for the City's approval of drawings.

The City shall not be responsible for errors or minor discrepancies of the Contractor's drawings, even though approved.

3.3 UTILITIES

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," the Contractor, nevertheless shall commence work under this Contract, and shall schedule the work to avoid interference with the utility relocation work.

Contractor will be required to pay and coordinate and file all necessary forms to ensure that water meters are provided as required for irrigation, and facilities, wiring and meter

to be installed as required for lighting at each traffic circle. CONTACT Public Works at 305-895-9838 for assistance.

The City will not be liable for any delay or added expense that the Contractor experiences due to the activities of utility companies, nor shall the City be held responsible for any damages to any utilities due to any actions by the Contractor.

NOTE: The Contractor shall contact the Sunshine State One Call of Florida at 1-800-432-4770 and other affected utility owners at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

The Contractor shall coordinate the raising and/or lowering or removal of utility systems with those utilities having jurisdiction.

3.4 PERFORMANCE OF WORK

The Contractor will furnish a qualified superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work.

The site shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Plans and Specifications. The site and all operations shall be subject to inspection by the City's Project Manager at all times.

The Contractor shall submit for approval by the City's Project Manager a description of the type of materials and equipment to be used; and the method of procedure to be used in the performance of the work.

3.4.1 DUST CONTROL AND SAW CUTTING:

Dust control measures are required as necessary to prevent the surface and air transport of dust from any construction activity performed under this contract. This may include but is not limited to: Pre-watering sufficiently before excavation; scheduling thorough and consistent watering that does not run off the site; applying best management practices in the loading, offloading, and transport of soils and miscellaneous materials; covering or otherwise stabilize piles when necessary; and planning schedules so control measures are available throughout the project.

When required in performance of this Contract, material may be removed by either saw cutting the slab perpendicular to the long edge, or by any other means that will produce a clean neat cut and that is acceptable to the Engineer. All costs for saw cutting and/or any other necessary means for accomplishing the bid items listed in this Contract shall be included in the cost for said item.

When cutting thru concrete, care should be exercised to prevent dust from becoming airborne, hence the Contractor must use an equipment control such as a wet saw or dust collector. The Engineer shall have the final determination that in a particular circumstance this is not feasible, and the concrete must be cut dry.

No separate item for dust control measures is included for payment in this Contract. The Contractor shall consider the cost of any dust control measures that is necessary for the proper construction of the project as included in the Contract price for items of work for which dust control measures are required.

3.4.2 OPEN EXCAVATIONS:

At the close of each workday, holidays and weekdays, the Contractor shall refill all open excavations, or cover open excavation with steel plates capable of supporting vehicular traffic. AII costs for providing this shall be included in the Maintenance of Traffic item at no additional cost.

3.4.3 PROTECTION OF EXISTING UTILITY POLES:

The Contractor shall ensure that existing utility poles are properly protected during installation of pipes and structures and shall coordinate with the utility pole owner any safeguards necessary to protect the utility pole including bracing of the pole, if necessary. All costs for protection of utility poles and any costs for the temporary bracing by the utility pole owner shall be the responsibility of the Contractor and shall be considered incidental. No additional compensation will be allowed.

3.4.4 CLEAN UP:

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up areas where Work was done as mutually agreed with the City's Project Manager.

3.5 PROJECT TIME SCHEDULE

After a "Notice to Proceed" and issuance of a Purchase Order(s), the Contractor shall commence the work within five (5) calendar days from the date of Work Order and continue all work in an expeditious manner to a conclusion acceptable to the Engineer.

As time is an essential element of the contract, the Contractor is expected to supply sufficient work force material and equipment to perform the work listed under the "Scope of Work" in accordance with the schedule(s) approved by the Engineer and the requirements stipulated in the Bid documents.

The lack of personnel, equipment or unsuitability of said equipment shall not be an acceptable reason for falling behind schedule.

All activities required to be performed to complete the Work, including site restoration and punch list items, shall be completed within the Contract time.

Progress of the work shall be judged based on a proportion of the amount of work completed and accepted, to the number of calendar days that remain on the Contract. Contract work completed shall not fall behind by more than ten (10) percentage points, according to the total number of days past since the issue date of the Notice to Proceed.

If the Contractor fails to complete all work under the contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient personnel and equipment or with sufficient materials to assure the prompt completion of the work assigned, or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy or insolvency code, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, becomes unsatisfactory in the opinion of the City, the Engineer will give notice in writing to the Contractor and his surety of such delay, neglect, or default. Additionally, the City may opt to cancel the Contract and/or other projects being performed by the contractor.

3.6 REMOVAL OF EXISTING SIDEWALK

Work includes removal of existing sidewalk and/or asphalt path, disposal of materials at legal sites which have been pre-approved by the Engineer, and preparation of subgrade including any required filling, grading, leveling and compaction to meet the subgrade requirements of Section 145.04 of the Miami-Dade County Public Works Manual. Material may be removed by either saw cutting the slab perpendicular to the long edge, or by any other means that will produce a clean neat cut (if at existing joint) or any other acceptable means to the Engineer.

END OF SECTION

COVER PAGE & CONTACT PERSON INFORMATION

32' Traffic Circle Project
IFB No. 43-07-15

Include this sheet as the very first page of your Bid. Please complete the form in its entirety.

Legal Name of Bidder(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and twenty (120) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

MINIMUM REQUIREMENTS

32' Traffic Circle Project
IFB No. 43-07-15

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** ☐
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following: a) **Copy of Florida General Contractors License and/or** b) **Copy of Miami Dade General Contractor License**	**Attach Copy of Active License(s)** ☐ ☐
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

PRICE PROPOSAL FORM

32' Traffic Circle Project

IFB No. 43-07-15

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, purchasing & installation and all other associated costs, etc., as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Bidder is required to submit pricing on all signs or may be rejected.

TRAFFIC CIRCLE 1 – NW 133 Street & NW 11 Avenue					
Item #	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
1	Mobilization	LS	1	$	$
2	Maintenance of Traffic	LS	1	$	$
3	Clearing & Grubbing	LS	1	$	$
4	Type "F" Curb & Gutter	LF	586	$	$
5	Type "D" Curb	LF	368	$	$
6	Type "B" Curb	LF	245	$	$
7	6" Limerock	SY	33	$	$
8	Asphalt Type S-1	SY	33	$	$
9	Mill & Resurface	SY	850	$	$
10	4" Thick Concrete	SY	72	$	$
11	6" Thick Concrete - Driveway	SY	38	$	$
12	Brick Paver	SY	60	$	$
13	ADA Detectable Warning Pad	EA	8	$	$
14	24" White Stripe	LF	185	$	$
15	12" White Stripe	LF	185	$	$
16	6" Yellow Stripe	LF	1050	$	$
17	Install Sign & Post w/ breakaway	EA	20	$	$
18	Remove Existing Sign & Post	EA	4	$	$
19	Irrigation System	LS	1	$	$
20	Directional Bore, Less than 6"	EA	2	$	$
21	Top Soil	SY	94	$	$
22	Phoenix Sylvestris 8 – 10' Triangle Cut – Certified Florida #1 or better	EA	1	$	$
23	Cap Rocks	SY	4	$	$
24	Lantana "Gold/Yellow" (1 GAL)	EA	30	$	$
25	Parsony Jupiter (5 GAL)	EA	48	$	$
26	Electrical	LS	1	$	$
27	Contingency (10%)	LS	1	$	$
				Sub Total (Items 1-27):	$

TRAFFIC CIRCLE 2 – NE 131 Street & NE 12 Avenue					
Item #	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Total**
28	Mobilization	LS	1	$	$
29	Maintenance of Traffic	LS	1	$	$
30	Demolition, Clearing & Grubbing	LS	1	$	$
31	Type "F" Curb & Gutter	LF	600	$	$
32	Type "D" Curb	LF	368	$	$
33	Type "B" Curb	LF	245	$	$
34	6" Limerock	SY	52	$	$
35	Asphalt Type S-1	SY	52	$	$
36	Mill and Resurface	SY	850	$	$
37	4" Thick Concrete	SY	105	$	$
38	Brick Paver	SY	60	$	$
39	ADA Detectable Warning Pad	EA	8	$	$
40	24" White Stripe	LF	185	$	$
41	12" White Stripe	LF	185	$	$
42	6" Yellow Stripe	LF	1050	$	$
43	Install Sign & Post w/ breakaway	EA	20	$	$
44	Remove Existing Sign & Post	EA	4	$	$
45	Irrigation System	LS	1	$	$
46	Directional Bore, Less than 6"	EA	2	$	$
47	Top Soil	SY	94	$	$
48	Phoenix Sylvestris 8 – 10' Triangle Cut – Certified Florida #1 or better	EA	1	$	$
49	Cap Rocks	SY	3	$	$
50	Lantana "Gold/Yellow" (1 GAL)	EA	25	$	$
51	Parsony Jupiter (5 GAL)	EA	40	$	$
52	Electrical	LS	1	$	$
53	Contingency (10%)	LS	1	$	$
				Sub Total (Items 28-53):	$
54	**Allowance** (for permitting; special city fees, unforeseen conditions; repair of existing facilities). Payment for all allowance items must be accompanied by original invoice at cost, with no mark up allowed.				$10,000
				Grand Total (Items 1-54):	$
				Completion Time in Calendar Days:	_____ Days

The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build Services and product requested by the City of North Miami.

Company Name

Offeror Signature | Date:

Name: (Please Print) | Title:

PLEASE SUBMIT PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

RESPONSE SUBMITTAL CHECKLIST

32' Traffic Circle Project
IFB No. 43-07-15

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each Response. Any Bid received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Minimum Requirements	
	Price Proposal Form	
	Response Submittal Checklist	
Tab/Page No.	**Section Two (2) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____

ADDENDUM NO. 1

OCTOBER 8, 2015

Solicitation Title: **32' Traffic Circle Project**

Solicitation No.: IFB No. 43-07-15 Opening Date: October 14, 2015 at 3:30 pm

Attention all potential bidders:

☒ MUST Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

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To all prospective bidders, please note the following changes and clarifications:

1. All instances of "32' Traffic Circle Project" should be changed to "40' Traffic Circle Project"
2. Price Proposal Form on pages 38 - 40 should be replaced with the attached Price Proposal (Attachment A)

Request for Information Questions/Clarification:

Q.1 "On Drawing No. 2 of 8 the cross section shows Type B curb inside and outside. The plan shows Type B and D. Please clarify"

A.1 See revised attached drawing 2 of 8 for clarification. (Attachments B and C)

Q.2 "Could you please provide us with a new cross section showing the items below:
A) Color, thickness and pattern of the pavers
B) What type of material we will install under the pavers and thickness"

A.2 A) Color and pattern of pavers will be reviewed and approved by the City of North Miami prior to installation. See the new PAVER DETAIL on drawing 2 of 8 (Attachments B and C) for the thickness of the pavers.

B) See new PAVER DETAIL on drawing 2 of 8 for the type and thickness of materials to be installed under the pavers. (Attachments B and C)

Q.3 "The plan does not show the elevations."

A.3 The proposed elevation is not shown however the existing elevation is shown within the details and dimensions for the traffic circle and associated features on drawing 2 of 8. Proposed grading shall match existing at the construction limit.

Q.4 "What type of curb will be at the islands?"

A.4 As specified in the updated drawing 2 of 8 (Attachments B and C), the curb at the islands shall be type "D" as shown by the added call-out, "CONST. TYPE 'D' CURB FOR ALL MEDIANS TYP."

Q.5 "Will we be able to close the intersections during the project?"

A.5 The complete closure of the intersection will not be allowed throughout the duration of the project. Periodic closure may be allowed on a case by case basis by the City of North Miami and Miami Dade County. The contractor will be required to provide for the City's and County's approval, a MOT plan which may include re-routing of local traffic prior to the commencement of construction.

Q.6 "Is International Experience accepted?"

A.6 No, International Experience will not be accepted.

Q.7 "Does the City own any property near site which could be negotiated for project storage?"

A.7 No, the City will not provide for project storage. Contractors shall make private arrangements for project storage.

Q.8 Is there required SBE% on this project?

A.8 No, but there is a local preference clause section in bid.

Q.9 How would a prime get access to a list of subcontractors within the City of North Miami?

A.9 Attached is a list of local construction companies. This does not guarantee that your company will rate Local Preference. (Attachment D)

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

PRICE PROPOSAL FORM

32' Traffic Circle Project
IFB No. 43-07-15

REVISED PRICE PROPOSAL

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, purchasing & installation and all other associated costs, etc., as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Bidder is required to submit pricing on all signs or may be rejected.

TRAFFIC CIRCLE 1 – NW 133 Street & NW 11 Avenue					
Item #	Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	$	$
2	Maintenance of Traffic	LS	1	$	$
3	Clearing & Grubbing	LS	1	$	$
4	Type "F" Curb & Gutter	LF	586	$	$
5	Type "D" Curb	LF	368	$	$
6	Type "B" Curb	LF	245	$	$
7	6" Limerock	SY	33	$	$
8	Asphalt Type S-1	SY	33	$	$
9	Mill & Resurface	SY	850	$	$
10	4" Thick Concrete	SY	72	$	$
11	6" Thick Concrete - Driveway	SY	38	$	$
12	Brick Paver	SY	60	$	$
13	ADA Detectable Warning Pad	EA	16	$	$
14	24" White Stripe	LF	185	$	$
15	12" White Stripe	LF	185	$	$
16	6" Yellow Stripe	LF	1050	$	$
17	Install Sign & Post w/ breakaway	EA	20	$	$
18	Remove Existing Sign & Post	EA	4	$	$
19	Irrigation System	LS	1	$	$
20	Directional Bore, Less than 6"	EA	2	$	$
21	Top Soil	SY	94	$	$
22	Phoenix Sylvestris 8 – 10' Triangle Cut – Certified Florida #1 or better	EA	1	$	$
23	Cap Rocks	SY	4	$	$

24	Lantana "Gold/Yellow" (1 GAL)	EA	30	$	$
25	Parsony Jupiter (5 GAL)	EA	48	$	$
26	Electrical	LS	1	$	$
27	Adjust Drainage Manhole to Proposed Grade	EA	1	$	$
28	Adjust Drainage Inlet to Proposed Grade	EA	1	$	$
29	Contingency (10%)	LS	1	$	$
				Sub Total (Items 1-29):	$

TRAFFIC CIRCLE 2 – NE 131 Street & NE 12 Avenue

Item #	Description	Unit	Estimated Quantity	Unit Price	Total
30	Mobilization	LS	1	$	$
31	Maintenance of Traffic	LS	1	$	$
32	Demolition, Clearing & Grubbing	LS	1	$	$
33	Type "F" Curb & Gutter	LF	600	$	$
34	Type "D" Curb	LF	368	$	$
35	Type "B" Curb	LF	245	$	$
36	6" Limerock	SY	52	$	$
37	Asphalt Type S-1	SY	52	$	$
38	Mill and Resurface	SY	850	$	$
39	4" Thick Concrete	SY	105	$	$
40	Brick Paver	SY	60	$	$
41	ADA Detectable Warning Pad	EA	16	$	$
42	24" White Stripe	LF	185	$	$
43	12" White Stripe	LF	185	$	$
44	6" Yellow Stripe	LF	1050	$	$
45	Install Sign & Post w/ breakaway	EA	20	$	$
46	Remove Existing Sign & Post	EA	4	$	$
47	Irrigation System	LS	1	$	$
48	Directional Bore, Less than 6"	EA	2	$	$
49	Top Soil	SY	94	$	$
50	Phoenix Sylvestris 8 – 10' Triangle Cut – Certified Florida #1 or better	EA	1	$	$
51	Cap Rocks	SY	3	$	$
52	Lantana "Gold/Yellow" (1 GAL)	EA	25	$	$
53	Parsony Jupiter (5 GAL)	EA	40	$	$
54	Electrical	LS	1	$	$
55	Adjust Drainage Manhole to Proposed Grade	EA	1	$	$
56	Contingency (10%)	LS	1	$	$
				Sub Total (Items 30-56):	$

57	**Allowance** (for permitting; special city fees, unforeseen conditions; repair of existing facilities). Payment for all allowance items must be accompanied by original invoice at cost, with no mark up allowed.	$10,000
	Grand Total (Items 1-57):	$
	Completion Time in Calendar Days:	_____ Days

The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build Services and product requested by the City of North Miami.

Company Name

Offeror Signature

Date:

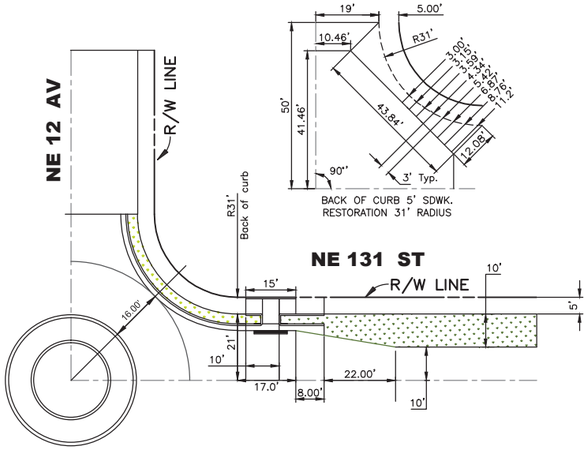
Name: (Please Print)

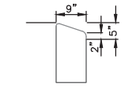
Title:

PLEASE SUBMIT PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

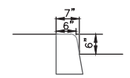
CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

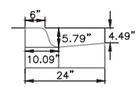




TYPE 'B' CURB

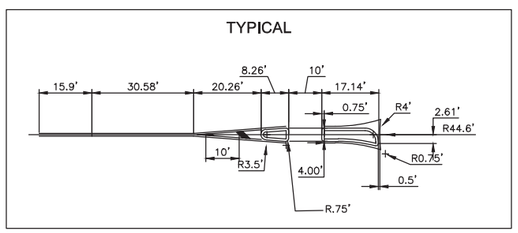


TYPE 'D' CURB



TYPE 'F' CURB & GUTTER

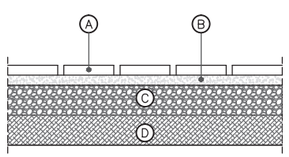
See Miami Dade County Public Works Manual, Standard Road Details: Curbing R 14.1 to R 14.6

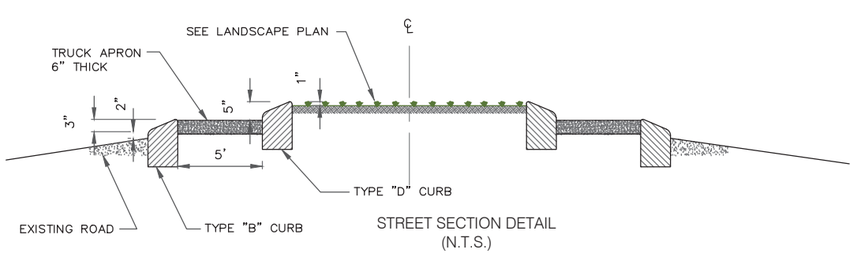


NOTE: TYPICAL PER FHWA ROUNDABOUT GUIDELINE, MINIMUM BUFFER BETWEEN BACK OF CURB AND FRONT OF SIDEWALK TO BE 2'.

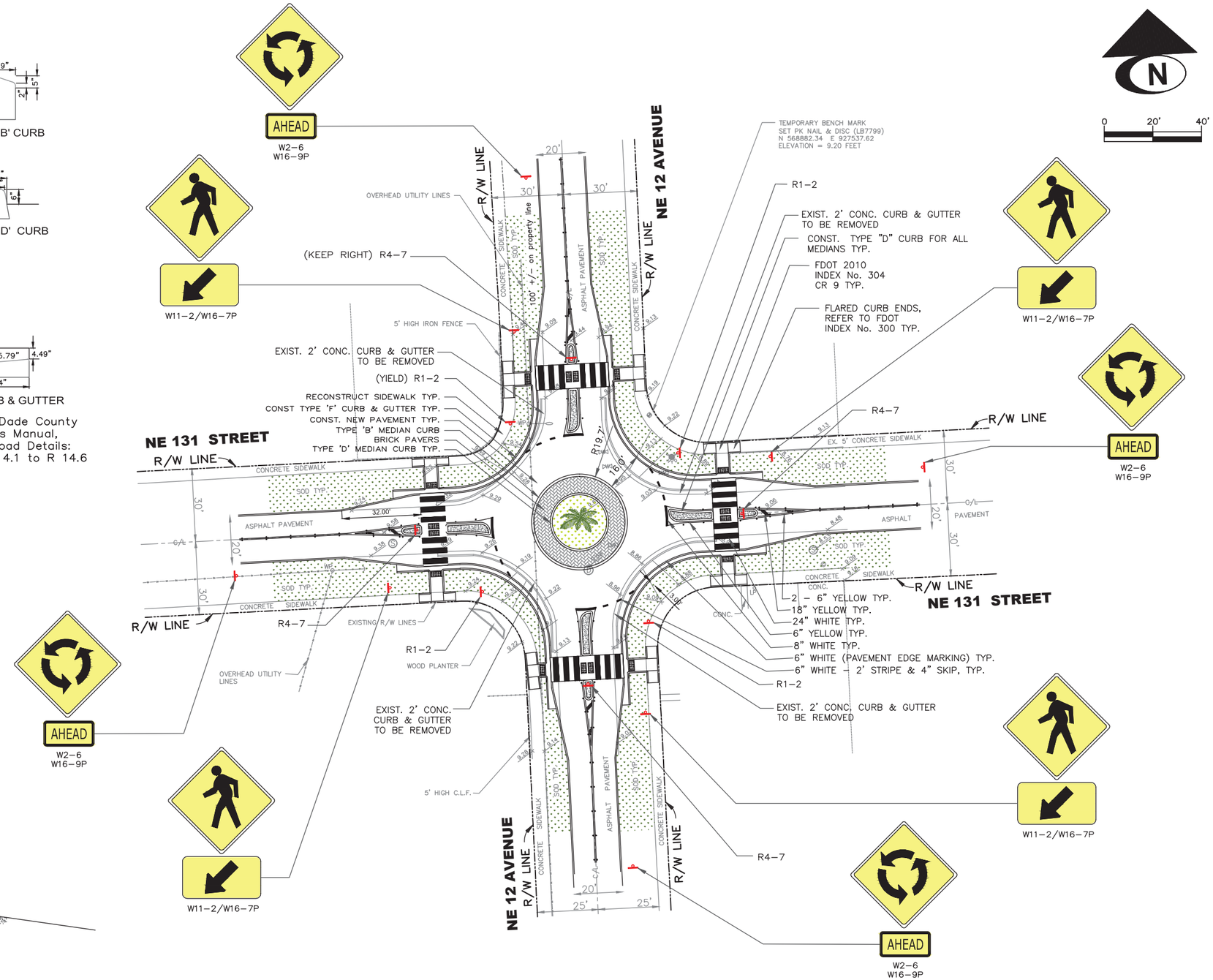
PAVER DETAIL

- (A) 2" MIN. PAVER
- (B) 2" MAX. LEVELING SAND
- (C) 6" MIN. LIMEROCK
- (D) COMPACTED BASE





STREET SECTION DETAIL
(N.T.S.)

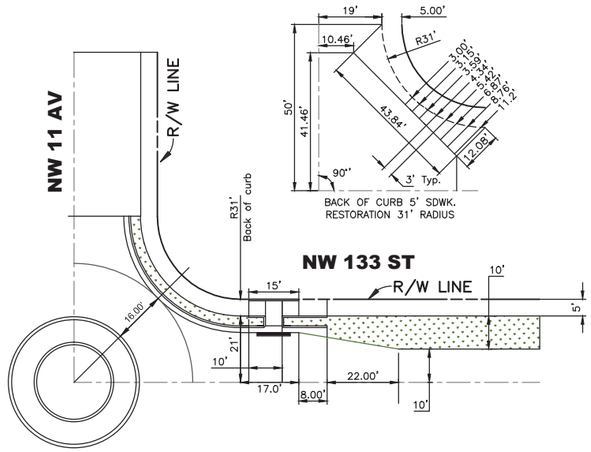


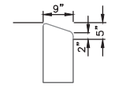
CHECKED BY:	GREGORY NETTO, P.E.	SIGNED AND SEALED BY:
PREPARED BY:	W. FARYNA-A.	
DATE:	SEPTEMBER, 2015	
DWG No.:	2 OF 8	CHUKS OKEREKE, P.E. (#60204)

PROPOSED TRAFFIC CIRCLE INTERSECTION AT NE 12 AVENUE AND NE 131 STREET

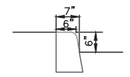
NORTH MIAMI FLORIDA

CITY OF NORTH MIAMI
PUBLIC WORKS DEPARTMENT
NORTH MIAMI, FLORIDA

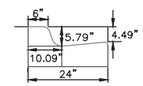




TYPE 'B' CURB

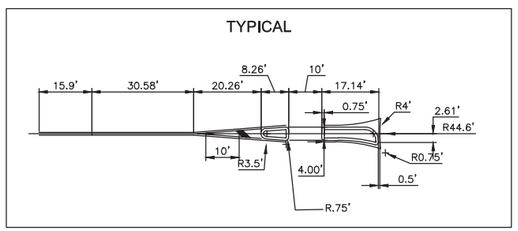


TYPE 'D' CURB

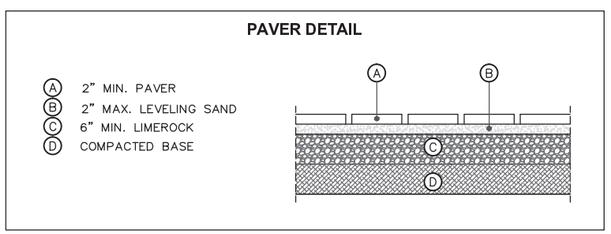


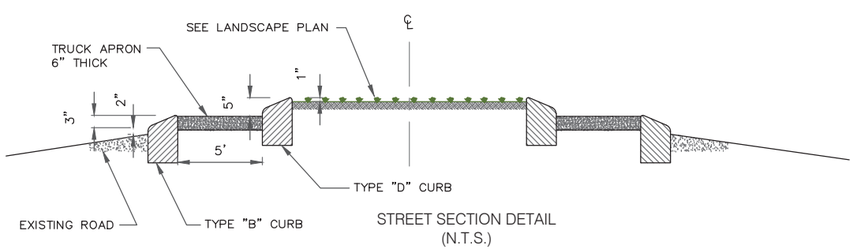
TYPE 'F' CURB & GUTTER

See Miami Dade County Public Works Manual, Standard Road Details: Curbing R 14.1 to R 14.6

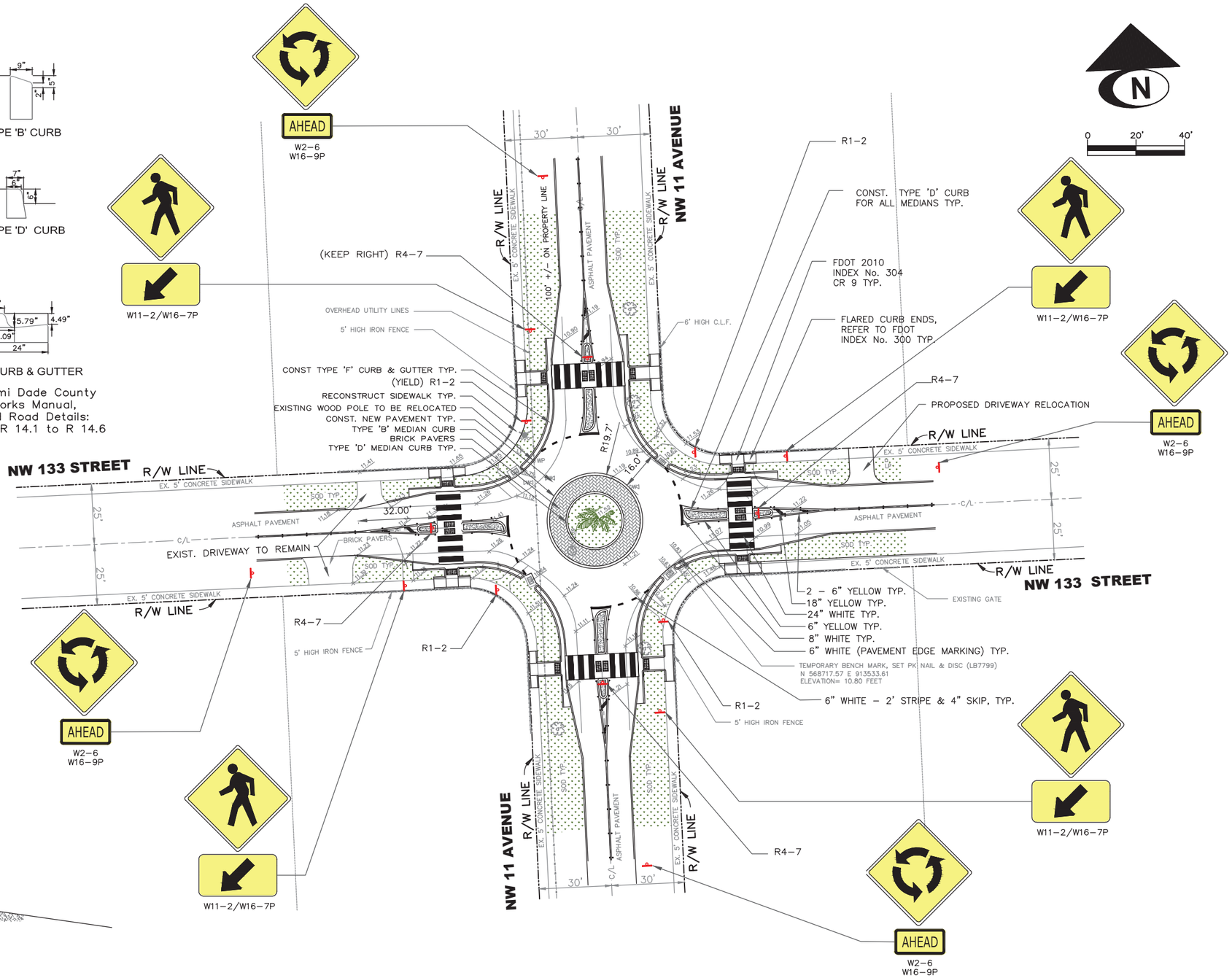


NOTE: TYPICAL PER FHWA ROUNDABOUT GUIDELINE, MINIMUM BUFFER BETWEEN BACK OF CURB AND FRONT OF SIDEWALK TO BE 2'.





STREET SECTION DETAIL
(N.T.S.)



CHECKED BY: GREGORY NETTO, P.E.	SIGNED AND SEALED BY:	**PROPOSED TRAFFIC CIRCLE INTERSECTION AT NW 11 AVENUE AND NW 133 STREET**
PREPARED BY: W. FARYNA-A.		
DATE: SEPTEMBER, 2015		
DWG No.: 2 OF 8	CHUKS OKEREKE, P.E. (#60204)	

NORTH MIAMI FLORIDA

CITY OF NORTH MIAMI
PUBLIC WORKS DEPARTMENT
NORTH MIAMI, FLORIDA

Attachment D – Local North Miami Construction Companies

Full Name	DBA Name
ALL ABOUT CONSTRUCTION, INC.	ALL ABOUT CONSTRUCTION
ATLANTIC COAST CONSTRUCTION, INC.	ATLANTIC COAST CONSTRUCTION
BECNAN CONSTRUCTION SERVICES	BECNAN CONSTRUCTION SERVICES
BOYD CONSTRUCTION GROUP, LLC	BOYD CONSTRUCTION GROUP
CHARLES EVERS CONSTRUCTION CONSULTANT INC	CHARLES EVERS CONSTRUCTION CONSULTANT INC
COASTAL CONSTR. & CONSULTANTS CORP	COASTAL CONSTR. & CONSULTANTS CORP
D2 CONTRUCTION INC	D2 CONTRUCTION INC
DAKOTA CONSTRUCTION & REMODELING, CORP	DAKOTA CONSTRUCTION & REMODELING
DOUBLE DIAMOND CONSTRUCTION, INC	DOUBLE DIAMOND CONSTRUCTION, INC
DOZIER AND DOZIER CONSTRUCTION, INC.	DOZIER AND DOZIER CONSTRUCTION
E L C I CONSTRUCTION GROUP INC	E L C I CONSTRUCTION GROUP INC
EJD CONSTRUCTION	EJD CONSTRUCTION CONTRACTORS & INVESTMENT
EMILIO & SONS REMODLING INC	EMILIO & SONS REMODLING INC
GREEN, DONALD M	COASTAL CONSTR. & CONSULTANTS CORP
LB CONSTRUCTION OF SOUTH FLORIDA, INC.	LB CONSTRUCTION OF SOUTH FLORIDA
LOGIC BUILDERS, INC.	LOGIC BUILDERS
LOUMINEL GENERAL CONTRACTOR, LLC	LOUMINEL GENERAL CONTRACTOR, LLC
LYNDON ROOFING & CONSTRUCTION LLC	LYNDON ROOFING & CONSTRUCTION LLC
MAX SOUTH CONSTRUCTION, INC.	MAX SOUTH CONSTRUCTION, INC.
MORRISSEY CONSTRUCTION	MORRISSEY CONSTRUCTION COMPANY
NORTH STAR CONTRACTORS INC	EX DATALINX INC
ORONI INC.	ORONI INC.
PIPER CONSTRUCTION	EVAN PIPER ENTERPRISES, INC.
PRESTIGE CONSTRUCTION ENGINEERING GROUP, LLC	PRESTIGE CONSTRUCTION ENGINEERING GROUP, LLC
PROGRESSO CONSTRUCTION ASSOCIATES GROUP OF MIAMI IN	PROGRESSO CONSTRUCTION ASSOCIATES GROUP OF MIAMI INC
QUIRINO CONST CO	QUIRINO CONST CO
RCI DESIGN & CONSTRUCTION INC	RCI DESIGN & CONSTRUCTION INC
REED (E.W.) INC.	REED (E.W.) INC.
SA CONSULTANTS, LLC	SA CONSULTANTS
SOLUTIONS CAPITAL GROUP, INC.	ALL FLORIDA CONSTRUCTION & ROOFING
TATE (STANLEY) BUILDERS, INC.	TATE (STANLEY) BUILDERS, INC.
TATE DEVELOPMENT CORPORATION	TATE DEVELOPMENT CORPORATION
TAURUS GENERAL CONTRACTING, INC.	TAURUS GENERAL CONTRACTING
TJ OF MIAMI INC	TJ OF MIAMI INC
TOUSSAINT (A.R.) & ASSOC., INC	TOUSSAINT (A.R.) & ASSOC., INC
TRACY LUXURY CONSTRUCTION CORP.	TRACY LUXURY CONSTRUCTION
VARGAS GENERAL CONSTRUCTION, LLC	VARGAS GENERAL CONSTRUCTION