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: December 13, 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 R.P. UTILITY & EXCAVATION CORP., AS THE LOWEST-RESPONSIVE AND RESPONSIBLE BIDDER TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, SERVICES AND EXPERTISE REQUIRED TO COMPLETE IMPROVEMENTS TO THE WATER MAIN ALONG NORTHEAST 6TH AVENUE, BETWEEN NORTHEAST 137TH STREET AND NORTHEAST 148TH STREET, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NORTHEAST 6TH AVENUE WATER MAIN IMPROVEMENTS IFB NO. 32-15-16, AS AMENDED; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH R.P. UTILITY & EXCAVATION CORP., FOR THE PROVISION OF SERVICES IN THE AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SEVENTY ONE THOUSAND DOLLARS ($1,271,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Mayor and City Council approve the award of *"Invitation for Bid (IFB) No. 32-15-16, N.E. 6th Avenue Water Main Improvements"* project, and authorize the City Manager to finalize and execute a contract with R.P. Utility & Excavation Corp (RP Utility) as the lowest responsive and responsible bidder. The proposed bid award is for a not-to-exceed amount of $1,271,000 and the project is to be completed by no later than 180 days from the City's issuance of notice to proceed.

BACKGROUND

On June 30, 2016, the City issued *"IFB No. 32-15-16 N.E. 6th Avenue Water Main Improvements"* in order to solicit bids from responsive and responsible contractors to provide the necessary labor, equipment, materials, and expertise required to complete the water main improvements project along N.E. 6th Avenue between N.E. 137th Street and 148th Street, in accordance with the terms, conditions, and specifications contained in the Solicitation.

The bid opening for this Solicitation took place on August 1, 2016, and the City received bids from ten (10) different contractors. Based on the joint review and evaluation of the submitted bids, as well as the experience and qualifications of each bidder, by both staff and the City's engineering consultant for this project, Tetra Tech, Inc., the contracting firm RP Utility is being

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recommended for award as the lowest responsive and responsible bidder. The final tabulation is as follows:

Vendor	Bid Price	Ranking
R.P. Utility & Excavation, Corp.	$1,271,000.00	1
Southern Underground Industries	$1,279,612.60	2
V Engineering & Consulting, Corp.	$1,300,000.00	3
C&W Pipeline	$1,326,242.20	4
Florida Engineering and Development Corp.	$1,379,910.00	5
Roadway Construction, LLC	$1,408,379.90	6
JVA Engineering Contractor, Inc.	$1,440,854.08	7
Acosta Tractors	Non-Responsive[1]	n/a
R&G Engineering, Inc.	Non-Responsive[1]	n/a
DC Equipment Corp. & National Construction and Environmental Forensics, LLC (Joint Venture)	Non-Responsive[1]	n/a

Notes:

[1] These firms did not meet the minimum experience required for this project.

SCOPE OF WORK

The scope of work for this project consists primarily of the replacement of an existing 6-inch diameter water main along the west side of NE 6th Avenue with approximately 4,000 linear feet of 12-inch diameter ductile iron pipe (DIP) for increased capacity, including associated water main stub outs, new water services, water service reconnections, new fire hydrant installations, removal of existing fire hydrants, abandonment of existing water main, roadway restoration, sidewalk restoration, and curb and gutter restoration.

Given the above, staff recommends approval of the bid award of this project to RP Utility as the lowest responsive and responsible bidder for a not-to-exceed total of $1,271,000 with a completion timeline of no later than 180 days from the City's issuance of notice to proceed.

FUNDING SOURCE

Funding for this project will be provided by the City's Water and Sewer Fund.

ATTACHMENTS

Resolution
IFB No. 32-15-16 N.E. 6th Avenue Water Main Improvements
RP Utility's Bid Proposal
Tetra Tech – Letter of Award Recommendation

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 R.P. UTILITY & EXCAVATION CORP., AS THE LOWEST-RESPONSIVE AND RESPONSIBLE BIDDER TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, SERVICES AND EXPERTISE REQUIRED TO COMPLETE IMPROVEMENTS TO THE WATER MAIN ALONG NORTHEAST 6TH AVENUE, BETWEEN NORTHEAST 137TH STREET AND NORTHEAST 148TH STREET, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NORTHEAST 6TH AVENUE WATER MAIN IMPROVEMENTS IFB NO. 32-15-16, AS AMENDED; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH R.P. UTILITY & EXCAVATION CORP., FOR THE PROVISION OF SERVICES IN THE AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED SEVENTY-ONE THOUSAND DOLLARS ($1,271,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on June 30, 2016, the City of North Miami ("City") advertised ***Invitation for Bid NE 6th Avenue Water Main Improvements IFB No. 32-15-16*** ("IFB"), as amended, seeking competitive bids from qualified, licensed and insured contractors to provide all labor, equipment, materials, services and expertise required to complete improvements to the water main along Northeast 6th Avenue, between Northeast 137th Street and Northeast 148th Street (collectively referred to herein as "Services"), in accordance with the terms, conditions, and specifications contained in the IFB; and

WHEREAS, a total of ten (10) bids were received in response to the IFB, from which the initial two (2) lowest bidders were unable to produce pertinent information relating to other similar public projects, to fully establish the qualifications required pursuant to the IFB; and

WHEREAS, R.P. Utility & Excavation Corp. ("Contractor") was found by City administration and the City's Engineering Representative ("Tetra Tech, Inc."), to meet the intent

of the similar projects requirement under the IFB, and was therefore ranked as the lowest-responsive and responsible bidder for the provision of Services; and

WHEREAS, Contractor has manifested the capability and willingness of completing Services within one hundred eighty (180) days from the City's issuance of a Notice to Proceed, at a cost not to exceed One Million Two Hundred Seventy-One Thousand Dollars ($1,271,000.00); and

WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Contractor; thus, authorize the City Manager and City Attorney to negotiate and execute an agreement for 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 expeditious provision of Services are designed to protect the health, safety, and welfare of City residents.

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

Section 1. **Approving Selection of Contractor.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration's competitive selection of R.P. Utility & Excavation Corp., as the lowest-responsive and responsible bidder to provide all labor, equipment, materials, services and expertise required to complete improvements to the water main along Northeast 6th Avenue, between Northeast 137th Street and Northeast 148th Street, in accordance with the terms, conditions and specifications contained in the ***Invitation for Bid NE 6th Avenue Water Main Improvements IFB No. 32-15-16***, as amended.

Section 2. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute an agreement with R.P. Utility & Excavation Corp., for the provision of services in the amount not to exceed One Million Two Hundred Seventy-One Thousand Dollars ($1,271,000.00).

Section 3. **Effective Date.** This Resolution shall become effective 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:

_____
JEFF P. H. CAZEAU, ESQ.
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)

INVITATION FOR BID

NE 6th Ave Water Main Improvements
IFB No. 32-15-16

Estimated Annual Contract Amount: $1.5 million

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

TUESDAY, JULY 19, 2016 BY NO LATER THAN 3:30 PM (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME

MONDAY, AUGUST 1, 2016, BY NO LATER THAN 3:30 PM (LOCAL TIME)

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 may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Contact Person: Heylicken Espinoza, Buyer
Email: purchasing@northmiamifl.gov I Phone: (305) 895-9886

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Bids from qualified, experienced and insured Contractors to provide all labor, equipment, materials, and expertise as required for a Contractor to successfully complete improvements to the water main along NE 6th Avenue between NE 137th street and NE 148th street.

Please submit one (1) original Bid, one (1) complete bound copy of the original Bid and one (1) digital copy on a 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"
NE 6th Ave Water Main Improvements
IFB No. 32-15-16

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

Event	Date	Time
Advertisement Date:	Thursday, June 30, 2016	
Pre-Bid Conference	Thursday, July 14, 2016	10:00am
Last Date for Receipt of Written Questions:	Tuesday July 19, 2016	3:30pm
Opening of Solicitation:	Monday, August 1, 2016	3:30pm
City Council Contract Approval Date:	To Be Determined	

(The City 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 and a 100% Performance and Payment Bond will be required for award of Contract, as further specified herein.

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

PRE-BID CONFERENCE – NON MANDATORY

A non-mandatory pre-bid conference will be held on July 14, 2016 at 10:00 AM in the City of North Miami Council Chambers located on the second floor of City Hall at 776 NE 125 St, North Miami, FL 33161 to discuss the special conditions and specifications included within this Solicitation. Respondents are requested to bring this Solicitation document to the conference, as additional copies will not be available.

ACCEPTANCE AND REJECTIONS

The City 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(s) 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,
Alberto Destrade
Purchasing Director

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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 Certificate

A-3 Local Preference Affidavit *(if applicable)*

A-5 Acknowledgement of Addenda (*if applicable)*

A-6 Bidder's Disclosure of Subcontractors and Suppliers *(if applicable)*

A-7 Insurance Requirements

A-9 Bid Bond

A-10 Performance Bond

A-11 Labor and Material Payment Bond

A-14 References

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(s) or Respondent(s) 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 of North Miami, as may be designated herein.

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

h) "Bidder(s)" or "Respondent(s)." 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 Bids (IFB) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent(s), 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 Contract 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 Bid 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, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 by 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 Bid Form. Failure to properly sign the Bid shall invalidate the Bid and it shall NOT be considered for award. All Bids must 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 90 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City 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.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City, 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.

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. Equivalent items offered in the Bid MUST be accompanied by complete descriptive technical literature marked to indicate and detail conformance with specifications. **THE DESCRIPTIVE TECHNICAL LITERATURE MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will 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 Friday, 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, at purchasing@northmiamifl.gov by no later than the date and time stipulated in the Solicitation Timetable of request for clarification.

1.17 AWARDS:

The City 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 Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 BID OPENING:

Properly received and timely Responses shall be opened and publicly read in the Office of the City Clerk, located at 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. A list of Respondents shall be placed on the City's website. 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, 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 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 hold harmless the City 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 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 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 may notify the successful Bidder(s) 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(s) may be required to furnish to the City, 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. 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(s). If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent(s)'s Response package, is altered in any manner or is not fully completed, the Respondent(s) may be deemed non-responsive to the Solicitation requirements.

1.32 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT(S) LIST

Any Respondent(s), 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(s) or included on the discriminatory Respondent(s) list. If the Respondent(s) or any affiliate of the Respondent(s) has been convicted of a public entity crime or has been placed on the discriminatory Respondent(s) list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent(s) or discriminatory Respondent(s) list. The Respondent(s) 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. The City in the event in such termination, shall not incur any liability to the Respondent(s) 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 Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall not 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(s), 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(s), 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(s) or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is

any intentional misrepresentation, the Respondent(s) 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. The City, in the event of such termination, shall not incur any liability to the Respondent(s) 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 shall govern all aspects of this Solicitation.

1.37 ADDENDA

If any Solicitation revisions become necessary, 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 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 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 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. 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(s) protests any provisions of the Invitation for Bid 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(s) 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)'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(s) 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(s) shall be required to sign a Contract which the City 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.

1.42 SUBSTITUTIONS:

The City WILL NOT accept substitute shipments of any kind. Bidder 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)'s return address. The City assumes no responsibility for Responses not properly marked.

The City will not accept Responses delivered after the established deadline. If the Response is delivered after the established deadline, a Respondent(s) shall be deemed non-responsive to the Solicitation requirements.

Receipts of a Response by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City 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.

1.47 ASSIGNMENT OF RESPONSE

A Respondent(s) 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(s). 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 during subsequent Contract negotiation.

1.49 PUBLIC RECORDS AND EXEMPTIONS

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 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(s) is deemed non-responsible; or

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

1.51 FACILITIES:

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

1.52 APPLICABLE LAW AND VENUE:

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

1.53 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 Purchasing Department a request for clarification prior to the deadline for questions . 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 Purchasing Department. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. The City shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.54 REVIEW OF BID FOR RESPONSIVENESS

Each Bid will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the IFB. 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.

1.55 CITY COUNCIL REVIEW

The Purchasing Director 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 reserves the right to reject all Bids.

1.56 THE CITY OPTIONS

The City 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.

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(s) to provide the Services described in this Solicitation.

1.57 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.

1.58 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

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

1.59 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.

1.60 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.

1.61 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.

1.62 NON-RESPONSIVE BIDS

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(s), joint venture, or corporation under the same or a different name, (also included for Design-Build Projects are those Bids wherein the same Engineer is identified in more than one Bid), 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(s), 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.

1.63 CONE OF SILENCE

This Solicitation is issued pursuant to the City Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. 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 RFP, RFQ or IFB 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 or Bid documents. A copy of all written communications must be filed with the City Clerk.

1.64 RESPONDENT(S)'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent(s) submits with its Response 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(s). **Failure to comply with this requirement shall render the Response non-responsive.** In addition, the selected Respondent(s) shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City **(See "Form A-6").**

1.65 BUSINESS ENTITY / RESPONDENT(S) REGISTRATION

The City requires business entities to complete 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 *(revised 7/09)* 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.

1.66 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(s) 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 a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent(s) 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 is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent(s) will accept all terms and conditions.

1.67 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."

1.68 LOCAL VENDOR PREFERENCE

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 prior to the City's issuance of the Solicitation, that is appropriate for the goods, services or construction to be purchased; AND 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

b) A business has at least ten percent (10%) of its total workforce residing within the geographical boundaries of 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-3(a))

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)

1.69 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent(s) shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent(s) 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.

1.70 MODIFICATIONS OF RESPONSE

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

1.71 TRUTH IN NEGOTIATION STATEMENT

Not applicable.

1.72 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.

1.73 LATE SUBMISSIONS

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

1.74 SOLICITATION OPENING

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

1.75 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.

1.76 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. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.77 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.

1.78 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the City 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.

1.79 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract 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 Contract 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.

1.85 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to select one or more qualified Contractors, by means of sealed Bids, to provide all labor, equipment, materials, and expertise as required for a Contractor to successfully complete improvements to the water main along NE 6th Avenue between NE 137th street and NE 148th street.

2.2 ADDITIONAL INFORMATION & CLARIFICATION

You may submit questions in writing to be received no later than 3:00 p.m. local time, on July 18, 2016 to City of North Miami Purchasing Department at 776 NE 125TH Street, North Miami, FL 33161or via e-mail to purchasing@northmiamifl.gov. The Contractor is also required to examine carefully the 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, one complete copy, and one digital copy (o a CD or USB flash drive) of the completed Bid must be submitted in a sealed envelope clearly marked with the bid title and number to the Office of the City Clerk at North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 on or before 3:30 p.m. local time on July 27, 2016.

2.4 PRE-BID CONFERENCE – NON MANDATORY

A non-mandatory pre-bid conference will be held on July 14, 2016 at 10:00 AM in the City of North Miami Council Chambers located on the second floor of City Hall at 776 NE 125 St, North Miami, FL 33161 to discuss the special conditions and specifications included within this Solicitation. Respondents are requested to bring this Solicitation document to the conference, as additional copies will not be available.

2.5 TERM OF CONTRACT: 180 DAYS

Services shall commence upon issuance of a Notice to Proceed (NTP) letter and shall remain in effect for 180 Days. The Contractor shall provide a work schedule reflecting the time for completion from receipt of each Work Order. The schedule will be reviewed, and if accepted by the City, the Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City in writing. Failure to do so will subject Contractor to Liquidated Damages pursuant to Section 2.11 below.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

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

2.7 METHOD OF AWARD

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

2.8 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, or its Sub-Contractor(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:

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

2.8.2 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:

- **Copy of Florida General Contractors License**
- **Copy of Underground Utility and Excavation Contractor License**

2.8.3 References at a minimum, Respondent must provide at least three (3) references of clients for which it has provided Services similar to the work reflected in this Solicitation. If available, such references should be representative of Florida public agencies to which the Respondent is currently providing, or has provided, said Services within the last five (5) years.

2.8.4 Bids shall be accompanied by a Bid Bond on the prescribed form payable to the City in an amount of five percent (5%) of the total Bid as guarantee, that if the Bid is accepted, the Respondent will execute and file the Agreement, and Insurance Certifications, as required by the Contract Documents.

2.8.5 Contractor must be able to perform work on Florida Department of Transportation (FDOT) Rights-of-Way.

2.9 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:

2.9.1 COMMERCIAL GENERAL LIABILITY

With minimum limits of **$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal, advertising injury and

medical expense. Coverage shall be written on an occurrence form with $1,000,000 per occurrence to include contractual liability, and products/completed operations to be maintained for three (3) years after completion of the project.

2.10.2 COMMERCIAL AUTOMOBILE LIABILITY

Covering any and auto to include: owned, hired, non-owned, leased, hired as well as equipment used in the execution of duties relative to this project. The minimum limits of liability shall be $1,000,000, written on an occurrence form.

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 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "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 written with carriers having a B+ or better rating based on the latest publication for Property and Casualty rating agencies 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 understands 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 City will not limit or

waive its immunities provided by F.S. 768.28 relative to any claims arising from this contract.

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.

2.10 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME

It is mutually agreed that time shall be an essential part of this Bid, and that in case of the failure on the part of the Contractor to achieve completion of Work within the time specified and agreed upon in the Contract, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be five hundred dollars ($500.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the Contract. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the agreement, or if no money is due, the Contractor agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of five hundred dollars ($500.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement

2.11 CONTACT PERSON:

For any additional information concerning procedures for responding to this Solicitation, Contact the Purchasing Department via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Invitation for Bid must be submitted in writing by email. The Bid number and Bid title must be included on all correspondence. All Responses to questions or clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

2.12 LOCAL PREFERENCE:

In accordance with the City Code of Ordinances Sec. 7-165, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total Bid price shall be given to a local business. (Form A-3)

2.13 NON-EXCLUSIVITY CLAUSE:

If a Contract is awarded as a result of this Invitation for Bid, 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 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

All Bids shall be accompanied by an offer guaranty/Bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of five percent (5%) of base offer price, payable to the City. Subsequent Contract award shall be conditioned upon the Contractor submitting the stipulated performance and/or payment bond within ten (10) calendar days following notice of award, in the form and manner required by the City. Any offer above which is not accompanied by an offer guaranty/Bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the performance and/or payment bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All Respondents shall be entitled to the return of their offer guaranty.

2.15 PERFORMANCE & PAYMENT BOND

The City may require the Contractor to furnish a Performance and Payment Bond in the amount of 100% of the total Bid Price for bids, with the City as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within seven (7) calendar days after notification of the award by the City. The bonds shall be with a surety company authorized to do business in the State of Florida.

2.16 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said 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 and responsive and responsible Bidder to complete the Work or re-advertise for Bids and let a Contract for the uncompleted Work in the same manner, and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.17 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:

2.17.1 CONTRACTOR INFORMATION:

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

2.17.2 CITY INFORMATION:

- City Purchase Order Number

2.17.3 PRICING INFORMATION:

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

2.17.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.17.5 DELIVERY INFORMATION:

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

2.17.6 FAILURE TO COMPLY:

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

Payment shall be made in accordance with section 218.735 of the Florida Statutes.

Payment will not be made no more than once a month, unless approved by the Public Works Department. Compensation may be made to the Bidder up to ninety percent (90%) for the work completed in each payment request 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.

2.18 COMPLETION TIME:

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 requirements herein, including completion requirements, then the contract may be cancelled upon written notice.

2.19 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 which may include those from

the Florida Department of Transportation (FDOT), Florida Building Code, and Miami-Dade County Design Standards.

2.20 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 appurtenant 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.

In the event Contractor fails to remove all rubbish, debris, materials and waste from the Worksite, the City 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 in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any Work. Failure to notify the City 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.

2.21 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 is 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 the 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 or resolutions.

2.22 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.

2.23 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:

2.23.1 The materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled or

2.23.2 The City may require the Contractor to replace the materials at the Contractor's expense.

2.24 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.24.1 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. 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.

2.24.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City 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 may;

(a) Place the 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 this Work or materials; either through a credit memorandum or through invoicing.

2.25 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 with 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 notifies the Respondent of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.26 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 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.

2.27 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 Contractor shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

The City 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.

2.28 ACCEPTANCE OF WORK BY THE CITY

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

2.29 NOTICE TO PROCEED

The Respondent(s) shall neither commence any Work, nor enter premise Worksite, until Purchase Order is issued and a written Notice to Proceed (NTP) directing the Respondent(s) to proceed with the Work has been received by the Respondent(s) 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 WORK ACCEPTANCE

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

2.31 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).

2.32 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 Contract 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 Manager, 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 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 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 shall place the Respondent in default.

2.33 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Bid 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.

2.34 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.

2.35 HOURS OF WORK:

Contractor will perform Work Monday through Friday, excluding City holidays, from 7:30 a.m. to 4:30 p.m. Any other times would have to be requested in writing from the Public Works Department and approved prior to working outside normal working hours.

2.36 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.

2.37 EMPLOYEES

Bidder shall be responsible for all working personnel to be appropriately dressed in regards to uniform and safety requirements. Personnel must be able to supply proper identification at 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 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. City shall not have any duty to implement or enforce such requirements.

2.38 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

The Contractor shall perform the Work with its own organization, amounting to not less than **seventy (70%)** of the Work performed.

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

2.39 REFERENCES:

Each Bid should 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).

2.40 WAIVER OF IRREGULARITIES

The City 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.

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

2.41.2 The Respondent(s) 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.

2.41.3 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

2.41 COMPLETE PROJECT REQUIRED

These specifications describe the various items or classes of Work required, enumerating or defining the extent of some, 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.

2.42 BID SUBMITTAL

All Bids shall include the completed Bid Form and all required product information and any other items as indicated on the bid Form. 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 Department.

2.43 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 City representative.

2.44 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the 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 INTRODUCTION

The City has issued this Solicitation in order to select one or more qualified Contractors to provide all labor, equipment, materials, and expertise as required for a Contractor to successfully complete improvements to the water main along NE 6th Avenue between NE 137th street and NE 148th street.

The scope of work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local business and residents as defined by Section 7-151 of the City Code.

3.2 SCOPE OF WORK

Scope of Work details can be referenced in the supplement specifications in Attachments A-H.

END OF SECTION

SECTION 4.0

FORMS

COVER PAGE & CONTACT PERSON INFORMATION

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

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 ninety (90) 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

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

#	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: **Certified General Contractor License** **Underground Utility and Excavation 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 representative of Florida public agencies to which the Respondent is currently providing, or has provided, said Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

PRICE PROPOSAL FORM

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

BID SUBMITTAL FORM

DELIVER TO:

City of North Miami
Office of the City Clerk
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

August 1, 2016
3:30 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal, as well as other Contract provisions, specifications, drawings and other data attached or incorporated by reference. The Bid Submittals, will be received at the Office of the City Clerk at the address shown above until the above stated time and date.

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

ESTIMATED ANNUAL CONTRACT AMOUNT: $1.5 MILLION

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

Water Main Improvement NE 6th Avenue from 137th Street to 148th Street					
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1	Furnish & Install 12" DIP water main	4,010	Linear Feet	$	$
2	Furnish & Install 8" DIP water main	231	Linear Feet	$	$
3	Furnish & Install 6" DIP water main	55	Linear Feet	$	$
4	Furnish & Install 4" DIP water main	33	Linear Feet	$	$

5	Furnish & Install 2” DIP water main	176	Linear Feet	$	$
6	Furnish & Install 12” Gate Valve	9	Each	$	$
7	Furnish & Install 8” Gate Valve	23	Each	$	$
8	Furnish & Install 6” Gate Valve	2	Each	$	$
9	Furnish & Install 6” Tapping Sleeve and Valve	2	Each	$	$
10	Furnish and Install Fire Hydrant Assemblies (Remove and Replace)	5	Each	$	$
11	Water Service Removal and Replacement (within Right-of-Way)	16	Each	$	$
12	Reconnection of Existing Water Services	6	Each	$	$
13	Meter Box Removal and Replacement	10	Each	$	$
14	Cutting, capping, grouting and abandonment of existing water mains	1	Lump Sum	$	$
15	Milling & Disposal of 1" of existing asphalt	9,298	Square Yards	$	$
16	Resurfacing of a minimum of 1" of asphalt pavement within FDOT roadways	9,298	Square Yards	$	$
17	Furnish and install Temporary Pavement Markings	1	Lump Sum	$	$
18	Replacement of Permanent Pavement Markings	1	Lump Sum	$	$
19	Maintenance of Traffic (MOT). Design, permit and install per applicable authority having jurisdiction regarding MOT, streets and lane closures.	1	Lump Sum	$	$
20	Mobilization 60%/Demobilization 40%, Bonds and Insurance	1	Lump Sum	$	$
21	Owner’s Contingency (allowance)	1	Lump Sum	$150,000	$150,000

22	Consideration for indemnification	1	Lump Sum	$100	$100
23	Permits, licenses and fee (allowance)	1	Lump Sum	$20,000	$20,000
				Bid Total	$

NOTE: Please note that the City has added a Permit Allowance to cover the cost of permits issued for each project performed under this Contract; therefore, Respondents should not include the cost of permitting as part of their proposed price.

- Respondent(s), 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(s) agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

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

Company Name

Officer Signature | Date:

Print Name | Title:

User Department: Public Works

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, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

CITY CONTRACT FORM CHECKLIST

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

This checklist is provided for Bidder'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 *(if applicable)*	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-11 Labor and Material Payment Bond	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____

MIAMI
FLORIDA

PRICE PROPOSAL FORM

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

REVISED
BID SUBMITTAL FORM

DELIVER TO:

City of North Miami
Office of the City Clerk
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

August 1, 2016
3:30 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal, as well as other Contract provisions, specifications, drawings and other data attached or incorporated by reference. The Bid Submittals, will be received at the Office of the City Clerk at the address shown above until the above stated time and date.

NE 6TH AVE WATER MAIN IMPROVEMENTS
IFB NO. 32-15-16

ESTIMATED ANNUAL CONTRACT AMOUNT: $1.5 MILLION

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

Water Main Improvement NE 6th Avenue from 137th Street to 148th Street					
Item No.	Description	Quantity	Unit	Unit Price	Total
1	Furnish & Install 12" DIP water main	4,010	Linear Feet	$ 73.50	$ 294,735.00
2	Furnish & Install 8" DIP water main	231	Linear Feet	$ 101.00	$ 23,331.00
3	Furnish & Install 6" DIP water main	55	Linear Feet	$ 51.40	$ 2,827.00
4	Furnish & Install 4" DIP water main	33	Linear Feet	$ 75.90	$ 2,504.70

5	Furnish & Install 2" DIP water main	176	Linear Feet	$ 20.00	$3,520.00
6	Furnish & Install 12" Gate Valve	9	Each	$ 2,000.00	$ 18,000.00
7	Furnish & Install 8" Gate Valve	23	Each	$ 1,200.00	$ 27,600.00
8	Furnish & Install 6" Gate Valve	2	Each	$ 1,100.00	$ 2,200.00
9	Furnish & Install 6" Tapping Sleeve and Valve	2	Each	$ 2,000.00	$ 4,000.00
10	Furnish and Install Fire Hydrant Assemblies (Remove and Replace)	5	Each	$ 10,000.00	$ 50,000.00
11	Water Service Removal and Replacement (within Right-of-Way)	16	Each	$ 530.00	$ 8,480.00
12	Reconnection of Existing Water Services	6	Each	$ 95.00	$ 570.00
13	Meter Box Removal and Replacement	10	Each	$ 100.00	$ 1,000.00
14	Cutting, capping, grouting and abandonment of existing water mains	1	Lump Sum	$ 25,000.00	$ 25,000.00
15	Milling & Disposal of 1" of existing asphalt	9,298	Square Yards	$ ~~2.00~~ 2.00	$ 18,596.00
16	Resurfacing of a minimum of 1" of asphalt pavement within FDOT roadways	9,298	Square Yards	$ 7.00	$ 65,086.00
17	Furnish and install Temporary Pavement Markings	1	Lump Sum	$ 28,000.00	$ 28,000.00
18	Replacement of Permanent Pavement Markings	1	Lump Sum	$ 125,000.00	$ 125,000.00
19	Maintenance of Traffic (MOT). Design, permit and install per applicable authority having jurisdiction regarding MOT, streets and lane closures.	1	Lump Sum	$350,000.00	$ 350,000.00
20	Mobilization 60%/Demobilization 40%, Bonds and Insurance	1	Lump Sum	$ ~~50,118.02~~ 50,450.30	$ ~~50,118.02~~ 50,450.30
21	Owner's Contingency (allowance)	1	Lump Sum	$150,000	$150,000

22	Consideration for indemnification	1	Lump Sum	$100	$100
23	Permits, licenses and fee (allowance)	1	Lump Sum	$20,000	$20,000
				Bid Total	$~~1,270,667.72~~ JG. 1,271,000.00

NOTE: Please note that the City has added a Permit Allowance to cover the cost of permits issued for each project performed under this Contract; therefore, Respondents should not include the cost of permitting as part of their proposed price.

- The 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. The Respondent also agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
- By submittal of this Bid, the Respondent understands and agrees that this Project must attain final completion by no later than 180 days from issuance of Notice to Proceed.
- The Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall comply with all the requirements contained herein.

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.

R.P. Utility & Excavation Corp.
Company Name

Officer Signature — Date: 8/1/2016

Javier Garzon
Print Name — Title: V.P.

User Department: Public Works

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

CITY OF NORTH MIAMI, FLORIDA

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TETRA TECH

September 13, 2016

Mr. Alberto Destrade
Purchasing Director
City of North Miami
776 NE 125 Street, Room 303
North Miami, FL 33161

Subject: **City of North Miami**
NE 6th Avenue Water Main Improvements
Recommendation of Award

Tt # **200-66798-15001**

Dear Mr. Destrade:

Ten (10) bids were received by the City of North Miami (City) on August 1, 2016, for construction of the above-referenced project. Acosta Tractors was initially the apparent low bidder with a total bid of $1,182,321, with R&G Engineering and R.P. Utility & Excavation Corp. being the second and third apparent lowest bidders at $1,189,112.00 and $1,271,000.00, respectively. The bid tabulation listing all bids received is attached hereto as well as the references which were checked for the three lowest bidders.

Requests were made to the two lowest bidders to clarify and supplement the submitted similar projects requirement of the bidding documents. Upon receipt of the requested information, both Acosta Tractors and R&G Engineering were unable to produce projects that meet the intent of the required qualifications. Conversely, R.P. Utility and Excavation Corp., the 3rd lowest bidder, provided and met the intent of the similar projects requirements.

References contacted for R.P. Utility and Excavation Corp. were positive. The consensus is that the projects performed by R.P. Utility and Excavation Corp. were completed to the satisfaction of the utility Owners. Based on the evaluation, our recommendation is that the project be awarded to R.P. Utility and Excavation Corp. in the amount of $1,271,000.00.

If you have any questions or comments, please do not hesitate to call.

Thank you,

Tetra Tech

Janine M. Alexander, PE
Project Manager

Attachments – Bid Tabulation
Contractor Reference Check Form

C: Ken Caban, PE - Tetra Tech

Tetra Tech
150 W. Flagler Street, Suite 1625, Miami, FL 33130
Tel 305.908.1420 tetratech.com