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CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Concrete Wall & Trex Fence; IFB No. 02-15-16)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____day of 6/6/2016_____, 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Solutions Capital Group, Inc.**, a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 666 NE 125th Street, #243, North Miami, FL 33161 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on January 14, 2016, the City of North Miami ("City") advertised ***Invitation for Bid Concrete Wall & Trex Fence No. 02-15-16***, as amended ("IFB"), requesting sealed bids from licensed and insured contractors to provide all the labor, materials, machinery, supplies, equipment and services necessary for the design and construction of concrete walls at designated locations, in accordance with the terms, conditions and specifications contained in the IFB (collectively referred to herein as "Services"); and

WHEREAS, in response to the IFB, Contractor submitted its sealed bid for the provision of Services and was selected by City administration as the lowest-responsive bidder having those qualifications and references most advantageous to the City; and

WHEREAS, on March 22, 2016, the Mayor and City Council passed and adopted Resolution No. 2016-R-39, approving the selection of Contractor and authorizing the City Manager and Interim City Attorney to negotiate and execute this Agreement for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Invitation for Bid Concrete Wall & Trex Fence No. 02-15-16***, as amended, attached hereto as exhibit "A";

2.1.2 Contractor's response to the IFB ("Bid"), attached hereto by reference;

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2.1.3 The City's tabulation of responses from bidders dated February 5, 2016, attached hereto as Exhibit "B";

2.1.4 Resolution No. 2016-R-39, passed and adopted by the Mayor and City Council on March 22, 2016, approving the selection of Contractor for the provision of Services and authorizing the execution of this Agreement, attached hereto as Exhibit "C";

2.1.5 Any additional documents which are required to be submitted by Contractor under this Agreement including, but not limited to certificate of insurance, warranty, change orders.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The IFB.
2.2.4 The Bid.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Contractor submitting its Bid or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed ninety (90) consecutive calendar days, commencing on the date the issues Contractor a Notice to Proceed. Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

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3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Fifty Eight Thousand Nine Hundred Ninety Five Dollars ($58,995.00) as full compensation for Services, pursuant to Contract Documents.

4.2 The City has set aside an amount not to exceed Five Thousand Dollars as a contingency amount for the purpose of defraying actual expenses that may arise due to unforeseen circumstances in the provision of Services. Any costs to be applied against the contingency must first be approved by the City Manager or his designee in writing. Contractor will be required to furnish documentation evidencing the expenditures charged to this contingency prior to release of funds by the City. At final completion of Services, any remaining monies in this contingency amount shall vest in the City.

4.3 At no time shall this Agreement exceed Sixty Three Thousand Nine Hundred Ninety Five Dollars ($63,995.00), for the provision of Services.

4.4 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor shall furnish all labor, equipment, materials and expertise as required for the design and construction of a six foot high concrete wall to replace the existing road enclosure at NE 120th Road and Canal Drive. Street closures will also be installed at three other locations (between 11607th and 11608th North Bayshore Drive, at the northwest corner of 11680th Canal Drive, and at the northwest corner of the property located at 2000 NE 122nd Road).

5.3 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Contractor executed by the Parties after execution of this Agreement. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.4 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the

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term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.5 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.6 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.

5.7 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade 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.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination

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of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 – DEFICIENT SERVICES

9.1 Contractor shall be responsible for deficient Services due to Contractor's errors and omissions, and shall promptly correct or replace all such deficient work without cost to City. The Contractor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least ten (10) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and

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be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

12.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes (2015), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2015), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Solutions Capital Group, Inc.
666 NE 125th Street, #243
North Miami, FL 33161
Phone: (___) ___-_____

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

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With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it 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.

14.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

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

15.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this 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 this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

DocuSigned by:
Antony Joanem
990640A6ED0A480...

By: _____

Antony Joanem
Print Name: _____

5/9/2016
Date: _____

Solutions Capital Group, Inc., a Florida for-profit corporation:
"**Contractor**"

DocuSigned by:
Viler Cherisol
8D50850E0C34445...

By: _____

Viler Cherisol
Print Name: _____

5/4/2016
Date: _____

ATTEST:

DocuSigned by:
2C7010872EE8414...

By: _____

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation:
"**City**"

DocuSigned by:
Larry Spring
C23984DEA2724CF...

By: _____

Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau
3C2C76D6D7D5464...

By: _____

Jeff P. H. Cazeau, Esq.
City Attorney

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NORTH MIAMI
FLORIDA

INVITATION FOR BID

CONCRETE WALL & TREX FENCE
IFB No. 02-15-16

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
JANUARY 27, 2016 AT 12:00 P.M.

PRE-SOLICTATION CONFERENCE (NON-MANDATORY)
JANUARY 20, 2016 AT 2:00 P.M.

RESPONSE SUBMISSION DATE AND TIME
FEBRUARY 5, 2016 NO LATER THAN 3:30 PM (LOCAL TIME)

ESTIMATED ANNUAL COST: $75,000

AT

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

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

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 02-15-16**

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

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NORTH MIAMI
FLORIDA

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

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

"IMPORTANT, SOLICITATION ENCLOSED"
Concrete Wall & Trex Fence
IFB No 02-15-16

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

Event	Date	Time
Advertisement Date:	January 14, 2016	
Non-Mandatory Pre-Solicitation Conference:	January 20, 2016	2:00 pm
Last Date for Receipt of Written Questions:	January 27, 2016	12:00 pm
Opening of Solicitation:	February 5, 2016	3:30 pm

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

PRE-SOLICITATION CONFERENCE (NON-MANDATORY)

A non-mandatory pre-bid conference will be held on January 20, 2016 at 2:00 pm in the small park adjacent to 2005 NE 121st Road, North Miami, Florida 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 Manager reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
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 Bid Certificate

A-4 Questionnaire Instructions

A-5 Addendum to Bid Documents

A-6 Bidders Disclosure of Subcontractors and Suppliers

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SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 SEALED BIDS:

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

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E. 125th Street, North Miami, Florida 33161-5216 no later than 3:30 p.m., local time on date due.

1.3 CITY OVERVIEW

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

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

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

1.4 EXECUTION OF BID:

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

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1.5 INVITATION

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

1.6 PRICES QUOTES

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

1.7 TAXES:

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

1.8 MISTAKES

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

1.9 UNDERWRITERS' LABORATORIES:

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

1.10 BID'S CONDITIONS:

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

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

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

1.12 EQUIVALENTS:

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

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

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and must be included with the bid. Bids may not be considered without this data.

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

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

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

1.14 SAMPLES:

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

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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.

1.15DELIVERY:

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

1.16 INTERPRETATIONS:

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

1.17AWARDS:

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

1.18BID OPENING:

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

1.19INSPECTION, ACCEPTANCE & TITLE:

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

1.20PAYMENT:

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.

1.21DISPUTES:

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.

1.22LEGAL 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.

1.23PATENTS & ROYALTIES:

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

1.24OSHA:

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.

1.25SAFETY 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.

1.26SPECIAL CONDITIONS:

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

1.27ANTI-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

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

1.28 QUALITY:

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

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS:

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

1.30 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

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

1.31 PUBLIC ENTITY CRIMES AFFIDAVIT

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

1.32 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

1.33 LOBBYING

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

1.34 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

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

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

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

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

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

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

1.36 ORAL REPRESENTATION

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

1.37 ADDENDA

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

1.38 CANCELLATION OF THE SOLICITATION

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

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

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

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

1.39 PROTEST

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

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

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

1.40 CONTRACT

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

1.41 DEVELOPMENT COSTS

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

1.42 SUBSTITUTIONS:

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

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

1.43 TAX EXEMPT STATUS

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

1.44 BILLING INSTRUCTIONS:

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

1.45 RESPONSE SUBMISSION AND OPENING

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

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

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

1.46 ASSIGNMENT:

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

1.47 ASSIGNMENT OF RESPONSE

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

1.48 WITHDRAWAL OF RESPONSE

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

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

1.49 PUBLIC RECORDS AND EXEMPTIONS

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

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

1.50 REJECTION OF RESPONSES

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

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

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

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

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

1.51 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

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

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1.52FACILITIES:

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

1.53APPLICABLE LAW AND VENUE:

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

1.54CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

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

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

1.55BID TABULATIONS:

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

1.56REVIEW OF RESPONSE FOR RESPONSIVE

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

1.57CITY COUNCIL REVIEW

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

1.58THE CITY OPTIONS

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

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

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

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

1.59CONTRACT AWARD

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

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

A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
B) The City shall award a Contract to a Bidder through action taken by the City Council or the City Manager.
C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.
D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely

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manner and in the form required by the City Manager. If the Bidder is in default, the City Manager, through the Purchasing Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City Manager may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

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

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

1.60AWARD 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.

1.61RESPONSE SUBMITTAL/ADDENDUMS

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

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

1.62LAWS, 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.

1.63OPTIONAL 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.

1.64SPOT MARKET PURCHASES:

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

1.65FORCE 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.

1.66VENUE:

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

1.67NON-RESPONSIVE RESPONSES

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

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized

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aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

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

1.68 CONE OF SILENCE

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

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

1.69 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

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

1.70 BUSINESS ENTITY / VENDOR REGISTRATION

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

1.71 EXCEPTION TO THE SOLICITATION

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

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

1.72 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

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

The evaluation of competitive Solicitations is subject to Section 7-151 of the City Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

a) A business located in the City that has a permanent office or other site where the local

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business conducts, engages in or carries on all or a portion of its business and has a current City business tax receipt, issued prior to the City's issuance of this Solicitation; or

b) A business that has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of this Solicitation; or

c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City. The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.74 RULES, REGULATED AND LICENSING REQUIREMENTS

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

1.75 COMMUNITY BENEFITS PLAN

[Not

1.76 MODIFICATIONS OF RESPONSE

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

1.77 TRUTH IN NEGOTIATION STATEMENT

[Not applicable]

1.78 REVIEW OF SOLICITATIONS

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

1.79 LATE SUBMISSIONS

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

1.80 SOLICITATION OPENING

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

1.81 ATTORNEYS' FEES

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

1.82 CONFLICTS OF INTEREST

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

1.83 INSTALLATION SERVICES

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

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

1.84 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated

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by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.85 CONTRACTOR OBLIGATIONS

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

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

1.87 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

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SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

Bids are hereby requested on a fixed basis to provide labor, equipment, materials, and expertise as required for the construction of concrete walls for the City of North Miami Public Works Department in accordance with the specifications set forth in this solicitation.

2.2 ADDITIONAL INFORMATION & CLARIFICATION

You may submit questions in writing to be received no later than 12:00 p.m., January 27, 2016 by no later than 12:00PM to the Purchasing Department via e-mail at purchasing@northmiamifl.gov. The Contractor **should** carefully examine the sites and specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the Contract.

2.3 SEALED BIDS

One original and one digital copy of the completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to Office of the City Clerk, North Miami City Hall, 776 NE 125th Street, North Miami, FL 33161 on or before 3:30 p.m. local time on February 5, 2016.

2.4 TERM OF CONTRACT: UPON COMPLETION

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

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

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

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

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Contract.

2.6 METHOD OF AWARD

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

2.7 MINIMUM QUALIFICATIONS

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

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

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

- **General Contractor License**

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

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

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

2.10 INDEMNIFICATION AND INSURANCE

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

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the following requirements if awarded a Contract:

2.10.1 COMMERCIAL GENERAL LIABILITY

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

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

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

2.10.3 WORKER'S COMPENSATION

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

2.10.4 PROFESSIONAL LIABILITY

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

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

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of A rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other Projects undertaken by Contractor.

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

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

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

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

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

2.11 LOCAL PREFERENCE

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

Local business means the offeror, supplier, or contractor: (1) has a business located in the city with a current city business tax receipt issued prior to the city's issuance of the solicitation for supplies or services;(2) has at least ten (10) percent of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; and/or (3) subcontracts at least ten (10) percent of the contractual amount of a city project with subcontractors who are physically located within the city. The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the city.

2.12 TIE BIDS

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

2.13 NON-EXCLUSIVITY CLAUSE

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

2.14 FAILURE TO PERFORM

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

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

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

2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

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

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2.15.1 CONTRACTOR INFORMATION:

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

2.15.2 CITY INFORMATION:

- City Purchase Order Number

2.15.3 PRICING INFORMATION:

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

2.15.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.15.5 DELIVERY INFORMATION:

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

2.15.6 FAILURE TO COMPLY:

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

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

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

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

2.16 LIQUIDATED DAMAGES

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

2.17 COMPLETION TIME:

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

2.18 FEDERAL AND STATE REGULATIONS

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

2.19 ACCIDENT PREVENTION AND BARRICADES

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

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

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

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

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

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

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

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

2.20 CONDITIONS OF WORK

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

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

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

2.21 CLEAN UP

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

2.22 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

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

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

2.23 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.23.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Respondent shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City Manager. Failure to meet this

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requirement may result in the offer being deemed non-responsive. The warranty supplied by the Respondent shall remain in force for the full period identified by the Respondent; regardless of whether the Respondent is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Respondent does not constitute a waiver of these warranty provisions.

2.23.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

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

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

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

2.24 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

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

2.25 PROTECTION

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

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

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

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

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2.26 INSPECTION BY THE CITY

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

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

2.27 ACCEPTANCE OF PRODUCT BY THE CITY

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

2.28 EQUAL PRODUCT, MANUFACTURER'S PRODUCT

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

2.29 NOTICE TO PROCEED

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

2.30 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

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

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the Respondent(s); except in

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

2.31 WORK ACCEPTANCE

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

2.32 COMPLIANCE WITH FEDERAL STANDARDS

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

2.33 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Bid documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Respondent by the City's Project administrator, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected Work. If the Respondent fails to correct the Work within the period specified, the City Manager may, at their discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City Manager within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the Work within the period specified in the notice, the City Manager shall place the Respondent in default.

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

Unless otherwise provided in this Solicitation the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not

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specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.35 LICENSES, PERMITS AND FEES

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

2.36 HOURS OF WORK

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

2.37 OMISSION FROM THE SPECIFICATIONS

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

2.38 EMPLOYEES

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

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

2.39 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

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

2.40 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its offer it is advisable that the Contractor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Contractor is also advised to examine carefully any drawings and specifications and to become thoroughly

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aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.41 REFERENCES

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

2.42 WAIVER OF IRREGULARITIES

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

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

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

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

2.43 COMPLETE PROJECT REQUIRED

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

2.44 BID SUBMITTAL

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

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

2.45 BIDDERS QUALIFICATIONS

In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified Work. Evidence shall include all information necessary to certify that the Bidder; maintains a permanent place of

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business; has technical knowledge and practical experience in the type of equipment included in this Scope of Work; have available the organization and qualified manpower to do the Work; has adequate financial status to meet the financial obligations incident to the Work; and serviced similar type, size and complexity of Projects. The evidence will consist of listing the type of similar Projects, for the last five (5) years.

2.46 LATE BIDS:

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

2.47 EXCEPTIONS TO SPECIFICATIONS:

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

2.48 COMPLETE INFORMATION REQUIRED ON PRICE PROPOSAL FORM:

All Bids must be submitted on the attached Price Proposal Form and all blanks filled in. To be considered a valid Bid, the original and one digital copy of the Bid and Price Proposal Form pages should be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

2.49 COUNCIL MEETING

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

2.50 CLARIFICATION AND INQUIRIES

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

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

END OF SECTION

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SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The City has issued this Solicitation to establish a contract, to furnish all labor, equipment, materials and expertise as required for the design and construction of a six (6) foot high concrete wall to replace the existing road enclosure at approximately NE 120 Road and Canal Drive (Southeast corner of 1900 Sans Souci Boulevard). The bidder's proposal must include all labor and materials required to complete the improvements described within the scope of work. The concrete wall will be approximately 100 linear feet.

There are also projects currently being proposed for three other areas in this gated community. The material proposed for these locations is Trex (trexfencing.com). The proposed gated areas are as follows:

- North Bayshore Drive – street closure between 11607 and 11608 North Bayshore Drive (approximately 80 linear feet)
- NE 117 Road and Canal Drive – street closure at the northwest corner of 1168/0 Canal Drive (approximately 100 linear feet).
- 2000 NE 122 Road – street closure at the northwest corner of property (approximately 100 linear feet inclusive of 16 foot wide double gate).

Bidder should note that one or more of the proposed project areas may be eliminated at the discretion of the City. The scope of work for these projects will include the following:

3.1.1 Mobilization and demobilization

3.1.2 Obtain field survey (including ROW, and property lines) for the sites where the new walls/fences will be located.

3.1.3 Coordinate with Utility Companies for all underground work (i.e. – FPL, City of North Miami Public Works, AT&T, etc.)

3.1.4 Prepare engineering plans to be submitted to City of North Miami Building and Zoning Department for review, approval, and permits.

3.1.5 Where applicable, removal and disposal of existing fence at the locations where the new wall/fence will be constructed.

3.1.6 Where applicable, removal and disposal of existing landscaping (i.e. – ground cover, trees, etc.) where new wall/fence will be constructed.

3.1.7 Where applicable, removal and disposal of existing curb and gutter where new wall/fence will be constructed

3.1.6 Where applicable, removal and disposal of all construction debris/trash in a timely manner.

3.1.7 Removal and disposal of all construction debris/trash in a timely manner.

3.1.8 Where applicable, provide temporary fencing until the new wall/fence is constructed.

3.1.9 Where applicable, installation of new Type-F curb and gutter.

3.1.10 Where applicable, installation of new concrete sidewalk.

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3.1.11 Installation of new sixteen (16) foot wide decorative wrought iron double gate as part of the wall near 2000 NE 122 Road. Posts shall be installed in concrete to support each side of the gate.

3.1.12 Concrete Wall (6' Above Grade) (80 LF approx.) Extend 8" below grade. Includes material and labor, delivery, site preparation, existing site/ structure protection, removal, concrete block work, reinforcement, formwork, masonry, stucco (both sides and top) and anything else required to complete the project.

3.1.13 Installation of new landscaping within the new curbed areas.

3.1.14 Painting (Labor and Materials)

3.1.15 Restoration of area to either side of the newly constructed wall (4' Width Max)

3.1.16 Where applicable, provide the appropriate traffic control devices (MOT).

3.1.17 For the property located at approximately NE 120 Road and Canal Drive:

- Construct a new six foot (6') high CBS wall with concrete stucco on both sides.
- Footer shall be adequate to meet all applicable building codes.
- CBS wall construction shall include foundations, reinforcement, tie beams, columns and density tests.
- Where applicable, the stucco should match existing textures, colors and grades as close as possible.

3.1.18 For the areas where a Trex fence will be installed:

- Posts shall be no more than 7 foot on center and shall be spaced evenly through the project area.

3.2 PERMITS

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

Additional permits, which may be required by other agencies, including those required for tree removal and/or relocation will be the responsibility of the Contractor.

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

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection.

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

3.3 PERFORMANCE OF WORK

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

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

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

3.4 CLEAN UP

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

3.5 PROJECT TIME SCHEDULE

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

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

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

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

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

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

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END OF SECTION

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Section 4.0
Bid Submittal

DELIVER TO:

City of North Miami
Office of the City Clerk
776 NE 125 Street – 1st Floor
North Miami, FL 33161-5654

DUE DATE:

February 5, 2016
3:30 PM

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Department at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or Services described in the accompanying Bid Submittal Requirement.

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NORTH MIAMI
FLORIDA

COVER PAGE & CONTACT PERSON INFORMATION

Concrete Wall & Trex Fence
IFB 02-15-16

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

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

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

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

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

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

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NORTH MIAMI
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MINIMUM REQUIREMENTS

Concrete Wall & Trex Fence
IFB No. 02-15-16

#	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: a) **Copy of Florida General Contractors License**	**Attach Copy of Active License(s)** ☐
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

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NORTH MIAMI
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PRICE PROPOSAL FORM
Concrete Wall & Trex Fence
IFB No. 02-15-16

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

All items are specifications of quote document

NE 120 Road and Canal Drive – Southeast Corner of 1900 Sans Souci Boulevard (approximately 80 linear feet)		
	Description	**Extended Price**
1	Mobilization and Demolition	$
2	Obtain field survey (including Right of Way, and property lines) for the sites where the new walls will be located.	$
3	Coordinate with Utility Companies for all underground work.	$
4	Structural Construction Documents (3 sets) and Permitting.	$
5	Demolition, Removal and Disposal of existing concrete wall, foundation, landscaping, asphalt and other clearing & grubbing items.	$
6	Concrete Block Wall (6' Above Grade) (Approx. 80 LF) Extend 8" Below Grade and anything else required to complete the project.	$
7	Painting (Labor & Materials)	$
8	Restoration of area to either side of the newly constructed wall (4' Width Max)	$
9	Installation of new Trex Fence: 6' tall fence (6' Above Grade) (Total 270 LF Approx. from 3 locations) Post every seven (7) feet and runners (top & bottom) mechanically attached, with one 16' wide double gate.	$
	Subtotal:	$
Allowance (for permitting; special city fees, unforeseen conditions; repair of existing facilities).Payment for all allowance items must be accompanied by original invoice at no cost, with no markup allowed.		$5000
	Total:	$

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Additional Projects		
Description	**Unit**	**Price**
North Bayshore Drive – street closure between 11607 and 11608 North Bayshore Drive (approximately 8 Linear Feet).	Lump Sum	$
NE 117 Road and Canal Drive – northwest corner of 11680 Canal Drive (approximately 100 linear feet).	Lump Sum	$
2000 NE 122 Road – northwest corner of property (approximately 100 linear feet inclusive gate).	Lump Sum	$
In addition to the lump sum prices provided, what discount percentage would you guarantee if you were to be awarded all four projects?		%

As time passes, the City will have other projects that are similar in scope. Please provide a line item price proposal that you will guarantee for the next twelve months for a project site that is at least 50 (fifty) linear feet in length on the following items:

Description	Unit	Price
Obtain field survey (including ROW, and property lines) for the sites where the new walls will be located.	Lump Sum	
Coordinate with Utility Companies for all underground work (i.e. – FPL, City of North Miami Public Works, AT&T, etc.)	Lump Sum	
Prepare engineering plans to be submitted to city of North Miami. Building and Zoning Department for review, approval and permits	Lump Sum	
Removal and disposal of existing of existing fence material	Per Linear Foot	
Removal and disposal of all construction debris/trash in a timely manner	Lump Sum per Linear Foot	
Construct new six (6) foot high CBS wall with concrete stucco on both sides – price per linear foot. CBS wall construction shall include foundations, reinforcement, tie beams, columns and density tests.	Per Linear Foot	
Construct new six (6) foot high Trex fence	Per Linear Foot	

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Installation of new Type-F curb and gutter	Per Linear Foot	
Installation of new concrete sidewalk	Per Linear Foot	
Provide the appropriate traffic control devices	Lump Sum	
	Total:	

*Where applicable, the stucco should match existing textures, colors and grades as close as possible.

Prospective bidders should note that one or more of the proposed project areas may be eliminated at the discretion of the City.

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

Company Name

Offeror Signature

Date:

Name: (Please Print)

Title:

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

CITY OF NORTH MIAMI, FLORIDA

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

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NORTH MIAMI
FLORIDA

RESPONSE SUBMITTAL CHECKLIST

Concrete Wall & Trex Fence
IFB No. 02-15-16

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

Company Name: _____

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

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____

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NORTH MIAMI
FLORIDA

ADDENDUM NO. 1

FEBRUARY 2, 2016

Solicitation Title: Concrete Wall & Trex Fence

Solicitation No.: IFB No. 02-15-16 Opening Date: Friday, February 5, 2016 by 3:30PM

Attention all potential bidders:

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

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

1. Section 3.1, Scope of Work, second bullet point is revised to the following language:

   "NE 117 Road and Canal Drive – street closure at the northwest corner of ~~1168/0~~ **11680** Canal Drive (approximately 100 linear feet)"

2. Price Proposal Form, Page 37, table title is revised as follows:

   "NE 120 Road and canal Drive – Southeast Corner of 1900 Sans Souci Boulevard (approximately ~~80~~ **100** linear feet)" (see Attachment "A").

3. Price Proposal Form, Page 37, line item 6 description is revised as follows:

   "Concrete Block Wall (6' Above Grade) (Approx. ~~80~~ **100** LF) Extend 8" Below Grade and anything else required to complete the project" (see Attachment "A").

4. Price Proposal Form, Page 38. First line item is revised as follows:

   "North Bayshore Drive – street closure between 11607 and 11608 North Bayshore Drive (approximately ~~8~~ **80** Linear Feet)" (see Attachment "A")

5. Pricing should be submitted on revised pages 37 and 38 included as Attachment "A" of this addendum and page 39 of the original solicitation. No changes were made to page 39.

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Request for Information Questions/Clarification:

Q.1 "What's the engineer's estimate for this project?"

A.1 The engineer's estimate for this project is $75,000.

Q.2 "Is there a bid bond? If so, how much?"

A.2 There is no bid bond required for this project.

Q.3 "I do not see plans being the responsibility of the contractor, who is providing the plans and drawings?"

A.3 The Contractor is responsible for the plans and drawings. Much of the work deals with the implementation of the Trex Fence system so cut sheets would also have to be submitted for approval. The wall is a simple match to an existing adjacent wall. The wrought iron gate is a simple design which needs to be submitted with the bid package.

Q.4 "Has a style been selected for the Trex fence system?"

A.4 Yes. See "Inspiration Gallery" at: http://www.trexfencing.com/inspiration/gallery/

Q.5 "The Trex fence manufacturer informed us that the largest gate they offer is 130.5" wide. Please advise if the project requires a 16ft custom build gate or the 130.5" will be accepted."

A.5 The gate is a 16' wide double gate made of wrought iron. The posts to support the gate should be made of steel and embedded in concrete as per Miami-Dade County and

A.6 City of North Miami construction codes.

Q.6 "Are there any drawings for this project?"

A.6 No, there are no drawings for this project.

Q.7 "Is there a City budget?"

A.7 The City's budget for this project is $75,000.

Q.8 "I work for a PVC manufacturer and we have some dark colors and textures that I have been able to get approved in many cases when someone is requesting Trex. Trex has become hard to find in many markets and we offer a broader range of colors, longer warranties and install much easier so the fence contractors like us as well.

I just really wanted to know who the Architect was so I could get them an updated product catalog and specs for their office."

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A.8 There is no architect for this project. Trex is the product that was specified.

Q.9 "Regarding the above project there is a survey required but you fail to mention the type of survey. This can be a significant difference in cost. For example, are you requesting an occupational, boundary, topographical, or baseline?"

A.9 The purpose of the survey is to place the fence or wall on the correct boundary or property lines.

Please note that most of the proposed locations are in the public rights-of-way in the City of North Miami, where it was blocked off by installing a chain linked fence. In cases like that we will follow what exists, and install the new fence or wall. For areas where we encounter private property, the Contractor's surveyor would have to provide locations for proper installation of the proposed fence or wall. Therefore, the Contractor will have to have a surveyor distinguish between public rights-of-way and private property.

Q.10 "Are you requiring an as built of the new fence to accompany the survey?"

A.10 The survey is to define where the fence or wall is to be built. After the fence and wall is completed, we will also require as-builts.

For any other questions, clarification can be found in the specifications.

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

End of Addendum

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NORTH MIAMI
FLORIDA

ADDENDUM 1 – ATTACHMENT A
PRICE PROPOSAL FORM
Concrete Wall & Trex Fence
IFB No. 02-15-16

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

All items are specifications of quote document

NE 120 Road and Canal Drive – Southeast Corner of 1900 Sans Souci Boulevard (approximately 100 linear feet)		
	Description	**Extended Price**
1	Mobilization and Demolition	$
2	Obtain field survey (including Right of Way, and property lines) for the sites where the new walls will be located.	$
3	Coordinate with Utility Companies for all underground work.	$
4	Structural Construction Documents (3 sets) and Permitting.	$
5	Demolition, Removal and Disposal of existing concrete wall, foundation, landscaping, asphalt and other clearing & grubbing items.	$
6	Concrete Block Wall (6' Above Grade) (Approx. 100 LF) Extend 8" Below Grade and anything else required to complete the project.	$
7	Painting (Labor & Materials)	$
8	Restoration of area to either side of the newly constructed wall (4' Width Max)	$
9	Installation of new Trex Fence: 6' tall fence (6' Above Grade) (Total 270 LF Approx. from 3 locations) Post every seven (7) feet and runners (top & bottom) mechanically attached, with one 16' wide double gate.	$
	Subtotal:	$
Allowance (for permitting; special city fees, unforeseen conditions; repair of existing facilities).Payment for all allowance items must be accompanied by original invoice at no cost, with no markup allowed.		$5000
	Total:	$

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NORTH MIAMI FLORIDA

Contract #: IFB 02-15-16
Contract title: Concrete Wall & Trex Fence
Bid Opening Date: Friday, February 5, 2016
Prepared by: Heylicken Espinoza

		Calista Construction LLC	CEEFCO Contracting LLC	Coremtrex Corp	GC Work Inc	Herzell Construction Inc	Paragon Construction United Inc	Solutions Capital Group Inc
Item #	Description	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price
1	Mobilization & Demolition	$ 6,848.21	$ 4,025.00	$ 1,512.00	$ 10,500.00	$ 2,000.00	$ 4,200.00	$ 1,600.00
2	Obtain field survey (including Right of Way, and property lines) for the sites where the new walls will be located.	$ 2,200.00	$ 1,840.00	$ 840.00	$ 1,210.00	$ 1,500.00	$ 2,000.00	$ 700.00
3	Coordinate with Utility Companies for all underground work.	$ 480.00	$ 5,750.00	$ 584.58	$ 1,210.00	$ -	$ 800.00	$ 300.00
4	Structural Construction Documents (3 sets) and Permitting.	$ 3,500.00	$ 8,625.00	$ 1,510.22	$ 3,630.00	$ 3,000.00	$ 5,500.00	$ 3,600.00
5	Demolition, Removal and Disposal of existing concrete wall, foundation, landscaping, asphalt and toher clearing and grubbing items.	$ 1,600.00	$ 8,050.00	$ 4,550.21	$ 4,598.00	$ 5,200.00	$ 3,900.00	$ 4,500.00
6	Concrete Block Wall (6' Above Grade) (Approx. 100 LF) Extend 8" Below Grade and anything else required to complete the project.	$ 27,862.07	$ 9,200.00	$ 16,128.00	$ 12,875.00	$ 15,000.00	$ 21,450.00	$ 10,900.00
7	Painting (Labor & Materials.	$ 1,808.40	$ 2,875.00	$ 1,128.96	$ 1,017.00	$ 950.00	$ 2,200.00	$ 1,500.00
8	Restoration of area to either side of he newly constructed wall (4' Width Max)	$ 1,382.40	$ 920.00	$ 645.12	$ 3,872.00	$ 3,000.00	$ 3,100.00	$ 1,500.00

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		Caliste Construction LLC	CEEPCO Contracting LLC	Coramarca, Corp.	GC works, Inc.	Hartzell Construction, Inc.	Paragon Construction Unltd., Inc.	Solutions Capital Group, Inc.
9	Installation of new Trex Fence: 6' tall fence (6' Above Grade) (Total 270 LF Approx.from 3 locations) Post every seven (7) feet and runners (top & bottom) mechancally attached, with one 16' ide double gate.	$ 32,800.99	$ 26,392.50	$ 36,818.07	$ 26,484.00	$ 19,740.00	$ 38,900.00	$ 32,500.00
	Subtotal:	$ 78,482.07	$ 67,677.50	$ 63,717.16	$ 65,396.00	$ 50,390.00	$ 82,050.00	$ 57,100.00
	Allowance (for permitting; special cty fees, unforseen conditiond; repair of existing facilieites). Payment for all allowance items must be accompanied by original invoice at no cost, with no markup allowed.	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	Subtotal:	$ 83,482.07	$ 72,677.50	$ 68,717.16	$ 70,396.00	$ 55,390.00	$ 87,050.00	$ 62,100.00
	Discount Percentage Guaranteed	N/A	3%	4%	5%	0%	2%	5%
	Total Bid Price	$ 83,482.07	$ 70,497.18	$ 65,968.47	$ 66,876.20	$ 55,390.00	$ 85,309.00	$ 58,995.00

Local Preference	0%	-10%	n/a	n/a	n/a	n/a	-10%
Total Amount for Ranking Purposes	$ 83,482.07	$ 63,447.46	$ 65,968.47	$ 66,876.20	$ 55,390.00	$ 85,309.00	$ 53,095.50
Ranking	6	3	4	5	2	7	1

***NOTE:** Avanti's Construction Company, LLC's Bid was withdrawn from further conisderation by the Principal of the firm.

RESOLUTION NO. 2016-R-39

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF SOLUTIONS CAPITAL GROUP, INC., AS THE LOWEST, RESPONSIVE LOCAL BIDDER FOR THE CONSTRUCTION OF CONCRETE WALLS AT DESIGNATED LOCATIONS, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID CONCRETE WALL & TREX FENCE NO. 02-15-16, AS AMENDED; FURTHER AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PROVISION OF SUCH WALLS WITH SOLUTIONS CAPITAL GROUP, INC., AT A COST NOT TO EXCEED SIXTY-THREE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS ($63,995.00); AND IN THE EVENT NEGOTIATIONS FAIL, AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NEXT LOWEST, RESPONSIVE FIRM UNTIL AN AGREEMENT IS EXECUTED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on January 14, 2016, the City of North Miami ("City") advertised ***Invitation for Bid Concrete Wall & Trex Fence No. 02-15-16***, as amended ("IFB"), requesting sealed bids from licensed and insured contractors to provide all the labor, materials, machinery, supplies, equipment and services necessary for the design and construction of concrete walls at designated locations, in accordance with the terms, conditions and specifications contained in the IFB (collectively referred to herein as "Services"); and

WHEREAS, on February 5, 2016, City administration opened and reviewed timely-submitted sealed bids, ranking each response in the order of cost from the lowest to the highest, as follows: 1) Solutions Capital Group, Inc.; 2) Hartzell Construction, Inc.; 3) CEEPCO Contracting, LLC; 4) Coramarca, Corp.; 5) GC Works, Inc.; 6) Caliste Construction, LLC; and 7) Paragon Construction, Inc.; and

WHEREAS, in accordance with City administration's ranking, the Interim City Manager respectfully requests that the Mayor and City Council approve the selection of Solutions Capital Group, Inc., as the lowest, responsive-responsible local bidder in the provision of Services

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("Contractor"), and authorize the Interim City Manager and Interim City Attorney to negotiate and execute an agreement at a cost not to exceed Sixty-Three Thousand Nine Hundred Ninety-Five Dollars ($63,995.00), including a contingency amount of Five Thousand Dollars ($5,000.00); and

WHEREAS, Services are expected to be completed within ninety (90) days from the City's issuance of a Notice to Proceed to Contractor; and

WHEREAS, in the event negotiations with Contractor fail, to then be authorized to negotiate and execute an agreement with Hartzell Construction, Inc., as the second lowest bidder of Services; and if deemed necessary, to proceed with CEEPCO Contracting, LLC, as the next lowest, responsive-responsible bidder of Services.

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

Section 1. **Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of Solutions Capital Group, Inc., as the lowest, responsive local bidder for the construction of concrete walls at designated locations, in accordance with the terms, conditions and specifications contained in the *Invitation for Bid Concrete Wall & Trex Fence No. 02-15-16*, as amended.

Section 2. **Authority of Interim City Manager and Interim City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager and Interim City Attorney to negotiate and execute an agreement for the provision of such walls with Solutions Capital Group, Inc., at a cost not to exceed Sixty-Three Thousand Nine Hundred Ninety-Five Dollars ($63,995.00); and in the event negotiations fail, authorizing the Interim City Manager and Interim City Attorney to negotiate and execute an agreement with the next lowest, responsive firm until an agreement is executed.

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

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 22nd day of March, 2016.

DR. SMITH JOSEPH
MAYOR

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ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Keys

Seconded by: Bien-Aime

Vote:

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

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