



## INVITATION FOR BID

### State Road 7 - Streetscape Improvements Project

IFB No. 30-21-22

**ADVERTISEMENT DATE** **ADVERTISEMENT DATE**

TUESDAY, FEBRUARY 22, 2022

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

TUESDAY, MARCH 8, 2022 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

**BID SUBMITTAL DEADLINE**

WEDNESDAY, MARCH 23, 2022 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

AT

**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125th STREET  
NORTH MIAMI, FL 33161**

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from caused by the United States Post Office, private courier services or any other means of delivery used by the respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) calling 866-273-1863 or downloaded from the City's Purchasing Department website at:

<https://www.northmiamifl.gov/bids.aspx>

**Contact Person:** Heylicken Espinoza, CPPB, Purchasing Agent  
**Email:** [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) – **Telephone:** (305) 895-9886



The City of North Miami, Florida (“City”) is hereby soliciting bids from qualified and experienced contractors to furnish all labor, equipment and materials necessary to complete the Streetscape Improvements Project along State Road 7 between NW 119th Street and NW 143rd Street.

Please submit one (1) original bound Bid, two (2) complete hard copies 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 below. **All Bids received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Bids received after said date and time will not be considered and no time extensions will be permitted.** Address your Bids to the City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

**IMPORTANT - SOLICITATION ENCLOSED  
STATE ROAD 7 - STREETSCAPE IMPROVEMENTS PROJECT  
IFB No. 30-21-22**

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

Event	Date	Time
Advertisement Date:	Tuesday, February 22, 2022	
Deadline for Receipt of Questions:	Tuesday, March 8, 2022	3:30 P.M.
Deadline for Bid Submittals:	Tuesday, March 23, 2022	3:30 P.M.
City Council Award Date:	To Be Determined	

**Note:** The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website

The bid opening for this Solicitation will be live-streamed from the Council Chambers on the second floor of City Hall located at 776 NE 125th Street, North Miami, FL 33161. The live stream can be viewed on the City’s website at: <https://livestream.com/cityofnorthmiami>.

**BID BOND AND PERFORMANCE & PAYMENT BONDS**

A 5% of the amount of the base bid as a Bid Bond **must** be included with Bid submittal, as a guarantee that the bidder will enter into an agreement with the City if the bid is accepted, and 100% Performance and Payment Bonds will be required for award of Contract, as stipulated herein.

**CONE OF SILENCE ORDINANCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “A”** for further information).

Sincerely,

*Alberto Destrade*

Alberto Destrade, CPPO  
Purchasing Department

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### Attachments

Attachment “A”                      Plans and Specifications

All of our contract forms can be found on our website at:

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1    Public Entity Crimes Affidavit
- A-2    Non-Collusive Bid Certificate
- A-3    Local Preference Affidavit (*if applicable*)
- A-4    Questionnaire Instructions
- A-5    Acknowledgement of Addenda
- A-6    Disclosure of Subcontractors/Sub-consultants (*if applicable*)
- A-9    Bid Bond
- A-10   Performance Bond
- A-11   Labor and Material Payment Bond
- A-14   References

# SECTION 1.0

## INSTRUCTIONS TO BIDDERS/ 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 Bids (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 Contract Documents to complete the Project.

### 1.2 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All Bids are

subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Solicitation Title to the Office of the City Clerk of North Miami, City Hall, 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 by the deadline specified on the cover page of this Solicitation.

### 1.3 CITY OVERVIEW

North Miami, Florida (est. 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 400+ employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

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

### 1.4 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. **All bids must be completed in pen or be typed. 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 will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way after submitted to the City.

**1.5 INVITATION**

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

**1.6 PRICES QUOTES**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

**1.7 TAXES:**

The City 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 manufacturing 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. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

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

**1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

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

**1.14 SAMPLES:**

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

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

**1.15 DELIVERY:**

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

**1.16 INTERPRETATIONS:**

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

**1.17 AWARDS:**

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

**1.18 BID OPENING:**

Bids shall be opened and publicly read in the City of North Miami Council Chambers, 776 N.E. 125th Street, North Miami, Florida, on the date and at the time specified on the Solicitation Timetable. All Bids received after that time shall be returned, unopened.

**1.19 INSPECTION, ACCEPTANCE & TITLE:**

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

**1.20 PAYMENT:**

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

**1.21 DISPUTES:**

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

**1.22 LEGAL REQUIREMENTS:**

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

**1.23 PATENTS & ROYALTIES:**

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

**1.24 OSHA:**

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

**1.25 SAFETY PRECAUTIONS:**

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

**1.26 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these general instructions shall take precedence.

**1.27 ANTI-DISCRIMINATION:**

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.28 QUALITY:**

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

**1.29 LIABILITY, INSURANCE, LICENSES, AND PERMITS:**

Where Bidders are required to enter or go onto City of North Miami property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Miami-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, AND PERFORMANCE BONDS**

Bonds shall be submitted with the Bid in the amount of five percent (5%) of the total bid amount. Upon award of the Bid, the successful Bidder(s) may be required to furnish to the City, a Performance Bond and Payment Bond for 100% of the total Bid submitted, executed by a surety company authorized to do business in the State of Florida and shall comply with Florida Statute 287.0935 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 Statute 2873.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

**1.31 PUBLIC ENTITY CRIMES AFFIDAVIT**

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. 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. 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 designee (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 Purchasing Director may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or sub-consultants who are included on the City's Suspension List shall not be considered for review.

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

Solicitation. All Respondents' technical inquires shall be confirmed in writing either through the mail 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](http://www.northmiamifl.gov)) and Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 1-866-273-1683 and requesting the corresponding documents number.

### **1.36 VERBAL REPRESENTATION**

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

### **1.37 ADDENDA**

If any Solicitation revisions become necessary, the City will post written addenda on the City web's site at <https://www.northmiamifl.gov/bids.aspx> and on Demand Star at [www.demandstar.com](http://www.demandstar.com). The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (<https://www.northmiamifl.gov/bids.aspx>) or Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 1-866-273-1683 and requesting the corresponding document number. All addenda placed on the City's website and Demand Star can be downloaded.**

### **1.38 CANCELLATION OF CONTRACT**

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

- A) The Contractor is determined by the City to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.
- B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.
- C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

### **1.39 BID PROTEST**

Respondents should refer to Section 7-158 of the City Code of Ordinances for provisions relating to protests of Solicitations and awards.

### **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 determines to be fair, competitive and reasonable.

### **1.41 BID RESPONSE COSTS**

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

### **1.42 SUBSTITUTIONS:**

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

### **1.43 BID SUBMITTAL 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 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 will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

### **1.44 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.



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

**1.45 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. Once Bids are opened, they become the property of the City and will not be returned to Respondents even if they are subsequently withdrawn from consideration.

**1.46 REJECTION OF RESPONSES**

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.

**1.47 BIDDER FACILITIES:**

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

**1.48 APPLICABLE LAW AND VENUE:**

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. Once Bids are opened, they become the property of the City and will not be returned to Respondents even if they are subsequently withdrawn from consideration.

**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 the laws of the State of Florida shall govern the Contract between the City of North Miami and the successful Bidder and any legal action shall be brought in Miami-Dade County, Florida.

**1.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Department a request for clarification by the deadline specified on the Solicitation Timetable. 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 Department. The City shall issue an Addendum if clarification or changes 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 Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**1.51 BID REVIEW**

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.

**1.52 CITY OPTIONS**

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

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

In no event will any successful challenger of these determinations or decisions be automatically entitled

to the award of this Solicitation.

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

### **1.53 CONTRACT AWARD**

The City anticipates the award of one Contract but reserves the right not to make any award whatsoever, or 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 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 either the City Council or the City Manager.
- C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.
- D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Director, 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 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.

### **1.54 AWARD OF AGREEMENT:**

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she has not offered to

pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

### **1.55 BID SUBMITTAL/ADDENDUMS**

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

### **1.56 OPTIONAL CONTRACT USAGE:**

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

### **1.57 SPOT MARKET PURCHASES:**

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

### **1.58 FORCE MAJEURE:**

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

### **1.59 NON-RESPONSIVE BIDS**

Bids found to be non-responsive shall not be considered. Bids may be rejected if found to be in non-conformance with the requirements and instructions herein contained. A Bid may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses,

indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

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

#### **1.60 CONE OF SILENCE**

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members following issuance of the Solicitation (see Appendix "A").

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to verbal communications at pre-solicitation conference, verbal 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, or RFQ documents. A copy of all written communications must be filed with the City Clerk.

#### **1.61 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This Solicitation shall require that the Respondent submits with its Response a listing of all 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 shall 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 (See "Form A-6").

#### **1.62 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires individuals and business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application from our website at [http://www.northmiamifl.gov/departments/purchasing/vendor\\_registration.aspx](http://www.northmiamifl.gov/departments/purchasing/vendor_registration.aspx) it is the responsibility of each vendor 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.

#### **1.63 EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City 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 Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent has accepted all terms and conditions contained in this Solicitation.

#### **1.64 COMMUNITY BENEFITS PLAN**

The awarded Contractor may be asked to submit a Community Benefits Plan for approval by the City. The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 7-151 of the City Code of Ordinances.

If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered into between the City and the awarded Bidder for this project.

### **1.65 LOCAL VENDOR PREFERENCE**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are 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.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

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.

### **1.66 MODIFICATIONS OF RESPONSE**

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

### **1.67 TRUTH IN NEGOTIATION STATEMENT**

Not applicable.

### **1.68 LATE SUBMISSIONS**

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

### **1.69 SOLICITATION OPENING**

Properly received Responses will be announced at the Bid Opening. Responses will be opened in the City Council Chambers located on the 2nd floor of City Hall 776 NE 125<sup>th</sup> Street, North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

### **1.70 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.

### **1.71 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Chapter 2, Division 1, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

### **1.72 INSTALLATION SERVICES**

The Contractor warrants and accepts that any and all 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.

### **1.73 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT**

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and

enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws, and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of

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

#### **1.74 CONTRACTOR OBLIGATIONS**

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

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

#### **1.75 EEOP UTILIZATION REPORT**

Manual will be provided upon request.

**END OF SECTION**

## SECTION 2.0 SPECIAL CONDITIONS

### 2.1 **PURPOSE**

The purpose of this Invitation for Bid is to establish a contract, by means of sealed bids, for the furnishing of all labor, equipment, materials and expertise as required to complete the Streetscape Improvements Project along State Road 7 between NW 119<sup>th</sup> Street and NW 143<sup>rd</sup> Street.

### 2.2 **SEALED BIDS**

One (1) original, two (2) hardcopies and one (1) digital copy on a compact disk (CD) or USB Flash Drive of the complete bid submittal must be submitted in a sealed package clearly marked with the solicitation title and number to the Office of the City Clerk located at, North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 on or before 3:30 p.m. local time on **Wednesday, March 23, 2022.**

### 2.3 **MINIMUM QUALIFICATIONS/REQUIREMENTS**

To be eligible to respond to this Solicitation, the Bidder must demonstrate that it meets the qualifications and has the experience, capacity and resources to successfully execute this Project. Any Bidder that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

- a. Bidders must be properly registered and in compliance with the State of Florida, in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.
- b. Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.
- c. Respondents must be licensed in the State of Florida at the time of Bid submittal and shall submit copies of the following:
  - Proof of registration with the Florida Department of Agriculture and Consumer Services Division of Plant Industry **AND**
  - Landscape Contractor Certification from the Florida Nursery, Growers, and Landscape Association **AND**
  - Proof of being a Certified Arborist by the International Society of Arboriculture.
- d. Bidder must be familiar with FDOT requirements. Include description of prior contracts/projects to demonstrate past experience.
- e. **References:** Bidder must provide at least three (3) verifiable references of clients for which it has provided services similar to the Work described in this Solicitation within the last five (5) years. Please be advised that at least one of these references must be for a project performed on an FDOT right-of-way in accordance with FDOT guidelines.

***NOTE: Please be advised that it is the sole responsibility of each Bidder to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Bidder may be deemed NON-RESPONSIVE.***

## **2.4 METHOD OF AWARD**

The City intends to award this Contract to the lowest responsive and responsible Bidder whose price, experience and qualifications prove to be the most beneficial to the City. The City reserves the right to award one or more contract under this Solicitation. The City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to award this Contract in a manner deemed to be in the City's best interest.

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

## **2.5 NON-EXCLUSIVITY CLAUSE**

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

## **2.6 INSURANCE**

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

### **2.6.1 COMMERCIAL GENERAL LIABILITY**

With minimum limits of **\$1 Million** per occurrence, **\$2,000,000** aggregate for bodily injury and property damage. This coverage shall also include premises, operations, independent subcontractors, personal and advertising injury and medical expense, contractual liability, personal & advertising injury, and products/completed operations. Coverage shall be written on an occurrence form.

### **2.6.2 COMMERCIAL AUTOMOBILE LIABILITY**

With minimum limit of **\$1 Million** per occurrence, covering any auto including owned, scheduled, non-owned, hired or leased.

### **2.6.3 WORKER'S COMPENSATION**

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

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

All insurance policies required by the Contract shall be 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 Management 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 of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

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

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

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

**The Contractor must submit the above-referenced insurance certificate(s) to the City by no later than ten (10) days from notice of award and prior to execution of the Contract naming the City of North Miami as additional insured.**

## **2.7 COMPLETION TIME**

Final completion of this project must be achieved within **sixty (60) calendar days** from the City’s issuance of **Notice-to-Proceed (NTP)**. The City seeks a contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If, in the opinion of the City’s project manager, the successful Bidder fails at any time to meet the requirements herein, including completion requirements, then the contract may be canceled upon written notice.

## **2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

## **2.9 SITE INSPECTION AND DUE DILIGENCE**

Bidders are required to visit the project site and become familiar with any conditions which may affect the work to be done or affect the equipment, materials, and labor required to successfully complete the project, prior to submitting their Bid. Moreover, Bidders are also obligated to carefully examine the project specifications and exercise



due diligence regarding any and all pre-existing conditions at the project site which may in any manner affect the work to be performed under the Contract. No additional allowances shall be made due to the Bidder's lack of knowledge of the project requirements and site conditions.

The awarded Bidder shall be responsible for inspecting and documenting the pre-existing conditions of the project site. Any damage to public and/or private property resulting either directly or indirectly from the execution of the project by the awarded Bidder shall be repaired or replaced at the sole expense of the Bidder in a manner acceptable to the City. Such properties may include but is not limited to, roads, driveways, sod, walls, underground utilities, trees, landscaping, etc.

Prior to the commencement of Work, the awarded Bidder shall submit to the appropriate City staff photographs and/or video recordings of any pre-existing damage to the roadways, driveways, tree trunks or limbs, approaches, sod, facilities, utilities and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the Bidder. Failure to properly document such pre-existing conditions and to submit said documentation as required may render the Bidder liable to repair any such damage at no expense to the City.

## **2.10 FAILURE TO PERFORM**

In the event that the awarded Bidder fails to commence work on the project on a timely manner or if the Bidder proceeds to work on the project in an inappropriate or protracted manner, the City may notify the Bidder to cease and desist all work on the project. If so, the City may pursue any and all remedies available to it including, but not limited to, requesting that the surety complete the work, calling on the next lowest responsive and responsible Bidder to finish the work or advertising for bids and award a new contract for the uncompleted work and charge any additional costs incurred by the City, regardless of the course of action chosen by the City, to the originally awarded Bidder.

## **2.11 METHOD OF PAYMENT - PHASED PAYMENTS FOR WORK COMPLETED**

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

All invoices shall contain the following basic information:

### **2.11.1 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

### **2.11.2 CITY INFORMATION:**

- City Purchase Order Number

**2.11.3 PRICING INFORMATION:**

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

**2.11.4 GOODS OR SERVICES PROVIDED PER CONTRACT:**

- Description
- Quantity

**2.11.5 DELIVERY INFORMATION:**

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

**2.11.6 FAILURE TO COMPLY:**

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

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

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

**2.12 RETAINAGE**

In order to ensure the awarded Contractor's complete and satisfactory performance of its duties under this Contract, the City shall withhold an amount of up to five percent (5%) of each payment request submitted by the Contractor (i.e. the Contract retainage). Each payment request submitted by the Contractor shall specify the amount of retainage attributable to, and to be withheld from, amounts due from the City for each invoice.

Release of any portion of retainage held by the City shall take place upon written request by the Contractor and in accordance with State of Florida statutory provisions. The final five percent (5%) of the total Contract value shall only be released at the time of Final Payment following acceptance by the City of project completion, correction of all incomplete or defective work by the Contractor and satisfaction of any damages incurred by the City as a result of the Contractor's failure to satisfactorily complete the work.

This section does not apply to any construction services purchased by a public entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

**2.13 BID BOND AND PERFORMANCE & PAYMENT BONDS**

All bids must be accompanied by a bid bond of 5% of the total bid amount submitted by the Bidder and the awarded Bidder may also be required to provide the City with performance and payment bonds for 100% of the total awarded amount of the Contract. Moreover, all bonds shall be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0395.

In lieu of submitting a bid bonds, as well as performance and payment bonds, the Bidder may submit money orders, certified checks, cashier's checks or irrevocable letters of credit, made payable to the City of North Miami, in the appropriate dollar amount of the bid bond and/or performance and payment bonds. If an irrevocable letter of credit is

used, it must be issued by a bank located in Miami-Dade County for the requisite dollar amount and should clearly state that it cannot be revoked until express written approval has been given by the City. To draw on same, the City would simply have to give written notice to the bank with a copy to the awarded Bidder.

## **2.14 LIQUIDATED DAMAGES**

Bidders are placed on notice that failure to achieve Final Completion of this project within **sixty (60) calendar days** from **NTP** shall authorize the City to charge and deduct from the Contract amount owed to the awarded Bidder a daily amount of **\$500.00** will be deducted from any compensation due to the contractor as liquidated damages for each and every day which exceeds the deadline for completion.

As an alternative to liquidated damages, the City may instead notify the Bidder to cease work and proceed to complete the work in the manner deemed most appropriate by the City. The total cost incurred by the City to complete the project including, but not limited to, the cost of materials, rent, labor, equipment, supervision, and overhead shall be deducted from the originally awarded Bidder's contract and any overage shall be charged to the Bidder.

## **2.15 PROTECTION**

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

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

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

The awarded Bidder shall be solely responsible for pedestrian and/or vehicular safety and guidance within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and a warning to persons and vehicular traffic within the area (i.e. Maintenance of Traffic). All safety devices must have suitable and sufficient lighting for the prevention of accidents and must meet the minimum standards mandated by Federal, State and local laws and regulations during all times until the project is completed and accepted by the City.

## **2.16 HOURS OF WORK & EMPLOYEE CONDUCT**

The awarded Contractor may only perform work from Monday through Friday, 7:30 a.m. to 4:00 p.m., excluding holidays, unless otherwise permitted in the contract documents or when prior written approval is granted by the City.

The awarded Contractor shall ensure that all personnel assigned to work on this project on their behalf must be dressed appropriately and clean at all times. Any person who is present on the job site on behalf of the Contractor must be provided and display on their clothing proper identification at all times.

All employees and sub-contractors of the awarded Contractor shall be considered to be working under the authority and sole supervision of the Contractor at all times and shall not be considered an employee nor agent of the City. Moreover, the Contractor shall be solely responsible for the conduct and actions of all persons working on their behalf in this project and the City may require the Bidder to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

The awarded Bidder shall have presented an "On Duty" supervisor at the job site who speaks and reads English at all times throughout the course of the project.

## **2.17 PERMITS**

The awarded Bidder shall be responsible for obtaining all necessary permits including, but not limited to, permits from the appropriate agencies.

Bidder shall verify all locations of underground utilities with Sunshine One Call, Peoples Gas, Southern Bell, TCI cable, etc. prior to any work.

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

## **2.18 PRODUCT INFORMATION**

All Bidders must submit product information on any alternate and/or substitute item they propose to furnish on this bid if different from products specified. Any bid not containing this information may be rejected for that reason.

## **2.19 EQUAL PRODUCT. MANUFACTURER'S PRODUCT**

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

## **2.20 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 any part of these specifications, or necessary to the satisfactory completion of the project.

## **2.21 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.

## **2.22 EXCEPTIONS TO SPECIFICATIONS**

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

## **2.23 PRICES SHALL BE FIXED FOR TERM OF CONTRACT**

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

## **2.24 FEDERAL AND STATE REGULATIONS**

The awarded Bidder shall comply with the latest edition of the Florida Building Code and all other applicable federal, state and local rules and regulations that apply to the execution and satisfactory completion of the project.

## **2.25 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 in the vicinity of the work site remain open to the public, whenever it doesn't pose safety and/or health hazard.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents, and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City. In the event Contractor fails to remove all rubbish, debris, materials, and waste from the Worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

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

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

## **2.26 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 agreed with the Project Manager.

## **2.27 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:

**2.27.1** The materials may be returned to the Respondent at the Respondent's expense and the Contract canceled or

**2.27.2** The City may require the Respondent to replace the materials at the Respondent's expense.

## **2.28 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM**

### **2.28.1 TYPE OF WARRANTY COVERAGE REQUIRED**

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

### **2.28.2 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 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.

## **2.29 GUARANTEE AGAINST DEFECTS SHALL BE FOR 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 the 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.

## **2.30 INSPECTION BY THE CITY**

The Respondent is required to schedule 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 City prior to the scheduling of these on-site inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications and/or applicable building code requirements.

Requests for Information during the construction phase of the project must be submitted in writing to both the City and Consultant and shall be addressed within 48 hours of receipt.

### **2.31 ACCEPTANCE OF EQUIPMENT (PRODUCTS) BY THE CITY**

The equipment (products) to be furnished by the Contractor pursuant to award of this Contract shall be delivered to the project site and maintained, if applicable, in full compliance with the specifications and requirements set forth and/or referenced in the Contract. If any equipment (product) furnished by the Contractor is determined by the City to be in non-compliance with the specifications and requirements set forth and/or referenced in the Contract, the City may either request that the Contractor remove the respective equipment (product) from the project site or the City may have it removed and returned to the Contractor, all at the Contractor's expense. At the City's sole option, the Contractor may be required to provide an acceptable replacement for the non-compliant item or the City may purchase an acceptable replacement and deduct the entire cost from any amounts due and payable to the Contractor. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

### **2.32 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.

### **2.33 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.

### **2.34 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).

### **2.35 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT**

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

**2.36 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT**

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

**2.37 LICENSES, PERMITS, AND FEES**

The Contractor shall obtain all licenses, permits, and inspections 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 inspections shall be borne by the Contractor.

**2.38 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 and to clearly identify in their Proposal the percentages of Work to be performed by their subcontractors (**see Form A-6**).

The Contractor shall perform the Work with its own organization, amounting to not less than **thirty (30%)** of the Work performed

The awarded Respondent shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). 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 of the City of North Miami. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

**2.39 WAIVER OF IRREGULARITIES**

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



giving a Respondent an advantage or benefit not enjoyed by other Respondents.

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

**2.39.2** 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.

**2.39.3** 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.

## **2.40 COUNCIL MEETING**

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation 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.

## **2.41 LOCAL BUSINESS PREFERENCE**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are 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.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the

prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

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.

***Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.***

## **2.42 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Bidders must clearly understand that the only official answer or position of the City will be the one issued by the Purchasing Department.

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 and requests for clarification must be submitted by no later than the date and time specified in the Bid Timetable section (**see Page 2**). All responses to questions and/or requests for clarification received by the City shall be issued 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 each prospective Bidder's responsibility to ensure their review and acknowledgment of any and all addenda.

**END OF SECTION**

## SECTION 3.0 SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

### 3.1 INTRODUCTION

The State Road 7 beautification project consists of median and roadside plantings within the right-of-way of State Road 7 between NW 119th Street and NW 143rd Street. The scope of work consists of: furnishing all labor, materials, equipment, tools, transportation, and any other appurtenances necessary for the completion of this project as shown in the drawings and plant list. The design calls for the removal and relocation of existing trees in the medians, and the planting of new Native and Florida Friendly palm trees and ground cover plants in the medians. The project includes irrigation improvements for two medians, and the remaining median plantings will be required to be hand-watered by the awarded contractor. Eight existing trees or palms are to be relocated by the contractor within the City by a location designated by the North Miami Parks and Recreation Department.

The Awarded Contractor shall install and maintain all landscape material in accordance with the plans, Standard Index 544 and Standard Specification 580. Additionally, they shall install the proposed irrigation, per the plans and will provide a written or graphic guide for care and maintenance of the irrigation system at project close-out.

### 3.2 TYPES OF PLANTS TO BE INSTALLED

The following types of plants will be installed (also see the project plans, page L2.08 for the project plant schedule):

Common Name	Container	Minimum Size
Solitaire Palm	Field Grown	16 ft. Overall Height, 10 ft. GW
Royal Palm	Field Grown	18 ft. Overall Height, 10' GW
Pink Muhly Grass	1 gallon	18 in. Height
Dwarf Fakahatchee	1 gallon	18 in. Height
Perennial Peanut	1 gallon	6" x 6"
Blue Daze	1 gallon	6" x 12"
Beach Sunflower	1 gallon	10 in. Height
Pentas Color Mix	1 gallon	10 in. Height
Blue Daze	1 gallon	12" SPR

### 3.3 LOCATIONS

See **Attachment "A"** of this solicitation for tree disposition plans, planting plans, and irrigation plans. Specifications and Florida Department of Transportation (FDOT) permit specific notes are located within the plan set and within this bid specification, part 3.10.

Where indicated, eight (8) transplant receptor locations of existing relocated trees and palms shall be coordinated with the City of North Miami Project Manager and the City of North

Miami Parks and Recreation Department. Storage and staging will be coordinated with the City's designated Project Manager.

### **3.4 DEBRIS REMOVAL**

Contractor will remove debris, waste materials and unsuitable or excess topsoil to appropriate off-site locations for disposal. The Project Supervisor may allow the contractor to utilize an off-site location within the City to dispose of unsuitable material, however, no asphalt will be allowed at this location. Debris shall not hinder vehicular or pedestrian traffic flow at any time during construction. A \$100 fine will be assessed for each violation.

It will be the Contractor's responsibility to remove all cut limbs and other debris from the work site daily, leaving the general area in a clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in a legal manner and not left on the ground or for disposal by city forces.

### **3.5 ADJUSTMENTS**

The Contractor shall be responsible for washouts or mishaps to the work caused by their workmanship or natural causes and shall again excavate or reshape as required. Any damage that may result during this excavation/construction process will be the responsibility of the contractor to restore to the original condition or better.

### **3.6 UTILITIES**

The Contractor is responsible for obtaining utility locations prior to excavating. It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The City will not be responsible for any damage done to any utility or private property by the Contractor.

### **3.7 INSTALLATION**

The contractor is responsible for obtaining utility locations prior to excavating. The contractor will install trees in locations as indicated on the plans. Palms will be set per installation details. Palms shall be thoroughly watered to eliminate all air pockets. A 6-inch-high rim of dirt shall be installed around the edge of the excavated hole to form a saucer shape which will hold water around the root ball. Trees shall be braced to ensure their stability for the guarantee period. Refer to plans.

### **3.8 MATERIALS**

**Palms** shall be free of scars, lesions, un-uniformed rings, receding trunk around root initiation zone, penciling, etc. All Plant material shall be Florida #1 or better.

**Soil:** per 3.10.6 below.

**Mulch Material** shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of 3 inches. Clear mulch from each plant's crown (base). The type of material shall be "FloriMulch" or shredded, sterile Eucalyptus mulch.

### **3.9 POST-MAINTENANCE**

The Contractor shall be responsible for all maintenance within the scope of the project until final acceptance. This includes but is not limited to: maintenance of transplanted material, as well as plantings within medians - weeding, re-staking and trimming (if required), water retention saucer repair, watering, trash removal, etc.

### 3.10 **FDOT REQUIRED SPECIFICATIONS**

The following requirements shall be met:

1. Contractor Certifications: The landscape contractor shall be properly registered with the Florida Department of Agriculture and Consumer Services Division of plant industry and be a certified landscape contractor by the Florida nursery, growers, and landscape association and be a certified arborist by the International Society of Arboriculture. Submit certifications to the City of North Miami Project Manager prior to the pre-construction meeting.
2. Itemized costs: Prior to the pre-construction meeting, Contractor to submit to the City of North Miami Project Manager a unit cost breakdown for every item of work included for this project.
3. Plant removal: All plants to be removed shall be clearly marked and approved by the City of North Miami prior to any removal operations.
4. Plan deviations: The City of North Miami Project Manager or Project Landscape Architect shall approve any deviations from the plans that may affect the design intent. Install no materials that will block or create conflicts with signs, billboards, lights, overhead and underground utilities, access ways, gates, fire hydrants, FPL right tree/right place setbacks, FDOT maintenance rating program and ANSI Z-133 utility clearance requirements. Install trees, palms and shrubs a minimum of 7 feet from any fire protection equipment or devices. Immediately notify the City of North Miami when any of these issues are encountered.
5. Weed control: After the City of North Miami Project Manager or Project Landscape Architect has approved the bed layout, apply both a colored post-emergent herbicide and a granular pre-emergent herbicide to all areas scheduled to receive plants, mulch or sod. Prior to the pre-construction meeting, submit product and application procedures to the engineer for approval.
6. Soil backfill mixture: Soil backfill for the installation of all plant materials shall be a uniform mixture of 25% decomposed compost and 75% existing site soil, cleaned free of weeds and rocks 1-1/2 inch or greater. Prior to the pre-construction meeting, submit compost manufacturer's certified analysis to the City of North Miami Project Manager for approval. The contractor shall pay to have compost tested if requested by the City.
7. Watering: During project installation and through project completion, keep the soil moisture at all planting areas at field capacity. It is the Contractor's responsibility for supplying water and pay for any fees associated with water use. Soil moisture level shall be taken from a 4-inch-deep excavation, at which point the soil shall hold together to form a hand clump, to be considered at field capacity.
8. Fertilization: For large and small plants, apply an 8-2-12+4mg fertilizer including all micronutrients. 100% of the (n) nitrogen and (k) potassium shall be in slow release form. Apply at a rate of 1.5 pounds of actual fertilizer (not n) per 100 square feet, begin fertilization at installation. For relocated material, begin fertilization three weeks after relocation. Prior to the pre-construction meeting, submit fertilizer manufacturer's certified analysis to the engineer for approval.
9. Pruning: Pruning shall comply with ANSI A300 and these plans. A certified arborist shall oversee all pruning operations. Tree, palm, shrub and root pruning is required during construction and during the 1-year establishment period:

- a. To remove all crossing, deflecting and circling roots.
  - b. To maintain the DEPARTMENT'S Maintenance Rating Program requirements and mast arm clearance.
  - c. To maintain Index 546 horizontal and vertical clearances within the limits of clear sight.
  - d. To maintain visibility of signs.
  - e. Where noted in the plans.
10. Tree protection barricades: All existing trees and palms adjacent to construction activities shall be barricaded, unless those existing trees are designated to be removed or relocated. No barricades are anticipated for work within the medians of this project.
11. Litter removal and mowing: Prior to final acceptance, the Contractor is responsible for litter removal and mowing, limited to medians proposed to be planted for this project. No mowing is anticipated with this project.
12. Root grinding and pruning existing trees to remain:
- a. Submit root pruning procedures before the preconstruction meeting.
  - b. Notify the District 6 landscape architect before pruning: Kevin Schot: (305) 470-5400  
Kevin.Schot@dot.state.fl.us
  - c. A certified arborist shall direct root pruning operations.
  - d. Water the root zones to field capacity for 5 continuous days before root pruning.
  - e. Use tree pruning equipment to sever roots. Ensure roots are not torn or pulled apart.
13. Relocation notes:
- a. These landscape notes and Standard Specification 580 shall apply to all relocated materials (unless otherwise specified). Relocated trees/palms do not have to meet Florida#1 grading standards.
  - b. Notify the City of North Miami project manager and FDOT District 6 landscape architect prior to beginning any relocation activities.
  - c. Relocate trees/palms once from their present location to a landscape area within 15 miles of the limits of construction, per the direction of the City of North Miami.
  - d. Prior to any relocation activities, attach an identification tag to each tree/palm with a number that matches the numbers shown in the plans. The identification tag shall not cause injury to the tree/palm. City of North Miami is responsible for removing the tags at the end of the 1-year plant establishment period. Prior to the pre-construction meeting, submit to the City of North Miami Project Manager and FDOT District landscape architect a shop drawing of the proposed tagging method for approval.
  - e. The amount of pruning shall be limited to the minimum necessary and no more than 25% to remove dead and injured twigs or branches. Notify the City of North Miami Project Manager prior to any pruning activities
  - f. Prior to any root pruning, water the root zones to field capacity for 5 continuous days

and keep the rootball soil moisture at field capacity after root pruning. Root prune eight weeks prior to relocation. Any root pruned material not relocated immediately shall be braced in place per details. Root prune only with a tree spade or a root pruning saw blade on trencher. Root pruning trench shall be a minimum of 24 inches deep and a maximum 8 inches wide. At a minimum, the root pruning trench shall form a rootball of the following sizes:

- i. 1.5 feet from trunk for trees/palms up to 4 inch caliper
  - ii. 2 feet from trunk for trees/palms 4 to 8 inch caliper
  - iii. 2.5 feet from trunk for trees/palms 8 to 12 inch caliper
  - iv. 3 feet from trunk for trees/palms over 12 inch caliper
- g. The contractor shall increase the rootball size at their discretion.
  - h. Backfill with existing excavated soil and clean sand as may be required to fill to existing grade.
  - i. Tie up palm fronds prior to transport and remove ties immediately after installation. Ball and burlap trees/palms for transport.
  - j. Transplanting plant material: install trees/palms within 24 hours of removal from its original location.

**END OF SECTION**



## **APPENDIX "A"**

### **CONE OF SILENCE**



## Cone of Silence Ordinance

### **State Road 7 Streetscape - Improvements Project**

### **IFB No. 30-21-22**

#### DIVISION 8. CONE OF SILENCE

##### Sec. 7-192. Cone of Silence

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection, and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community- based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

- (4) Emergency procurements of goods or services pursuant to section 7-144;
- (5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and
- (6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

### **Sec. 7-193. Procedure**

(a) A cone of silence shall be imposed upon each RFP, RFQ, and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re- issued RFP or IFB.

(c) *Exceptions.* The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.



## **APPENDIX "B"**

### **SUBMITTAL FORMS**

Cover Page & Contact Information Form  
Bid Submittal Checklist  
Bid Form



**COVER PAGE & CONTACT PERSON INFORMATION**

**State Road 7 - Streetscape Improvements Project  
IFB No. 30-21-22**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or for any correspondence related to this Solicitation.

Legal Name of Proposer(s): \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association submitting 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. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Bids.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

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Company Name

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Authorized Representative (Print Name)

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Title

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Authorized Representative (Signature)

---

Date



**BID SUBMITTAL CHECKLIST**

**State Road 7 - Streetscape Improvements Project  
IFB No. 30-21-22**

This checklist is provided for Bidder’s convenience only and provides a summary of the documents to be submitted in response to this Solicitation. Any submittal received without one or more of these documents **may** be rejected as being non-responsive. Please be advised that this checklist may not reflect a complete list of all required documents contained in this Solicitation. The ultimate responsibility to submit all required documents rests solely on each and every Respondent.

<b>Appendix Forms (See Appendix B)</b>	
Cover Page and Contact Information Form	<input type="checkbox"/>
Bid Form	<input type="checkbox"/>
<b>Minimum Requirements/Qualifications (See Section 2.3)</b>	
Submit proof of registration with State of Florida Department of Business and Professional Regulations (Sunbiz)	<input type="checkbox"/>
Proof of registration with the Florida Department of Agriculture and Consumer Services Division of Plant Industry	<input type="checkbox"/>
Proof of being a Certified Landscape Contractor by the Florida Nursery, Growers and Landscape Association	<input type="checkbox"/>
Proof of being a Certified Arborist by the International Society of Arboriculture	<input type="checkbox"/>
Proof of familiarity with FDOT requirements. Include description of prior contracts/projects to demonstrate past experience	<input type="checkbox"/>
Provide at least 3 verifiable references of clients for which Bidder has provided services similar to the Work described in this IFB within the last 5 years. <b>(Contract Form A-14)</b>	<input type="checkbox"/>
<b>City Contract Forms: <a href="https://www.northmiamifl.gov/217/Contract-Forms">https://www.northmiamifl.gov/217/Contract-Forms</a></b>	
A-1 Public Entity Crimes Affidavit	<input type="checkbox"/>
A-2 Non- Collusive Bid Certificate	<input type="checkbox"/>
A-3 Local Preference Affidavit <i>(if applicable)</i>	<input type="checkbox"/>
A-5 Acknowledgement of Addenda	<input type="checkbox"/>
A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	<input type="checkbox"/>
A-9 Bid Bond	<input type="checkbox"/>
A-10 Performance Bond	<input type="checkbox"/>
A-11 Labor and Material Payment Bond	<input type="checkbox"/>
A-14 References	<input type="checkbox"/>



**BID FORM**

**State Road 7 - Streetscape Improvements Project**

**IFB No. 30-21-22**

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.

**Please be advised that Bidders shall be responsible for submitting a total bid price for a complete project in accordance with the plans, specifications and all other requirements contained in this Solicitation.**

State Road 7 - Streetscape Improvements Project					
General Conditions					
Item #	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/ Demobilization	LS	1	\$	\$
2	Maintenance of Traffic	LS	1	\$	\$
3	Bonds	LS	1	\$	\$
4	Insurance	LS	1	\$	\$
5	Clearing and Grubbing/ Demolition	LS	1	\$	\$
6	Tree/Palm relocation	EA	8	\$	\$
Landscape					
Item #	Description	Unit	Quantity	Unit Cost	Total
7	Solitaire Palm 10' G.W.	EA	43	\$	\$
8	Royal Palm 10' G.W.	EA	16	\$	\$
9	Pink Muhly Grass - 18" HT	EA	317	\$	\$
10	Dwarf Fakahatchee Grass - 18" HT	EA	216	\$	\$
11	Perennial Peanut - 6" x 6"	EA	3136	\$	\$
12	Blue Daze - 6" x 12"	EA	790	\$	\$
13	Beach Sunflower - 10" HT	EA	320	\$	\$
14	Pentas (Pink, Purple, White) - 10" HT	EA	728	\$	\$
15	Summer Sunset Asiatic Jasmine - 12" SPR	EA	2010	\$	\$
16	Leavenworth's Tickseed - 8" HT	EA	700	\$	\$
17	Indian Blanketflower - 8" HT	EA	701	\$	\$

Irrigation					
Item #	Description	Unit	Quantity	Unit Cost	Total
18	Rain Bird- 1812 - PRS 8 Series MPR	EA	5	\$	\$
19	Rain Bird- 1812 - PRS 10 Series MPR	EA	5	\$	\$
20	Rain Bird- 1812 - PRS 12 Series MPR	EA	54	\$	\$
21	Rain Bird- 1812 - PRS ADJ	EA	12	\$	\$
22	Rain Bird- 1802 - 1400 Flood 1401	EA	16	\$	\$
23	Lateral Line: PVC Class 200 SDR 21	LF	1206	\$	\$
24	Irrigation Mainline: PVC Schedule 40	LF	327	\$	\$
25	Horizontal Directional Drill/Missile Bore	LF	175	\$	\$
26	Water Meter (furnished/installed by city)			N/A	N/A
27	Rain Bird ESP 9V1	EA	3	\$	\$
28	Rain Bird PEB	EA	3	\$	\$
29	Backflow Preventer 1"	EA	1	\$	\$
30	Backflow Preventer 2"	EA	1	\$	\$
<b>Subtotal – Total of Items 1 through 30</b>					\$
31	Owner's Contingency	Lump Sum		(10% of Subtotal)	\$
<b>TOTAL BID (SUM OF SUBTOTAL + OWNER'S CONTINGENCY)</b>					\$ _____
Written Total: _____					
_____					

**AMOUNT SHALL BE SHOWN IN BOTH NARRATIVE AND TOTAL NUMERICAL DOLALR AMOUNT. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.**

*[Continued on next page]*



**NOTES:**

- Respondent(s), individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from Bid Opening.
- Respondent(s) understand and agree to be bound by the conditions included in this Solicitation and shall comply with all requirements contained therein.

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Company Name

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Authorized Company Representative (Print Name)

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Title:

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Authorized Company Representative (Signature)

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Date: