RESOLUTION NO. R-2012-125

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF IMECO, INC., AS CONTRACTOR FOR THE PIONEER BOULEVARD STREETSCAPE IMPROVEMENT PROJECT, IN ACCORDANCE WITH THE CITY OF NORTH MIAMI INVITATION FOR BID #47-11-12, PIONEER BLVD. (NE 137TH STREET) STREETSCAPE IMPROVEMENT, AT A COST NOT TO EXCEED TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED EIGHTY DOLLARS AND SIXTY CENTS ($270,980.60), AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH IMECO, INC., IN SUBSTANTIALLY THE ATTACHED FORM, TO ACCOMPLISH THE STATED IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on August 2, 2012, the City of North Miami ("City") advertised ***Invitation for Bid No. 47-11-12 Pioneer Blvd. (NE 137th Street) Streetscape Improvement*** ("IFB"), to provide the City with all the labor, supervision, materials, equipment, tools, services and expertise necessary for the installation of an entry fountain, and the enhancement of an existing frog pond and plaza, to create a desirable entry feature and improvement of the area along NE 6th Avenue and NE 137th Street, a.k.a. Pioneer Boulevard ("Services"); and

WHEREAS, IMECO, Inc. ("Contractor"), was evaluated by City administration as a responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the terms, conditions, requirements and specifications of the IFB; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City to approve the selection of Contractor and to authorize the City Manager and City Attorney to negotiate and execute an agreement for Services, in substantially the attached form, at a cost not to exceed Two Hundred Seventy Thousand Nine Hundred Eighty Dollars and Sixty Cents ($270,980.60).

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

Section 1. **Approval of Selection.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of IMECO, Inc., as Contractor for the Pioneer Boulevard Streetscape Improvement Project, in accordance with the City of North Miami Invitation for Bid #47-11-12, Pioneer Blvd. (NE 137th Street) Streetscape Improvement, at a cost not to exceed Two Hundred Seventy Thousand Nine Hundred Eighty Dollars and Sixty Cents ($270,980.60), and authorize the City Manager and City Attorney to negotiate and execute an agreement with IMECO, Inc., in substantially the attached form, to accomplish the stated improvements.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 4-1 vote of the Mayor and City Council of the City of North Miami, Florida, this 9 day of October, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Mayor Pierre

Seconded by: Councilman Marcellus

Vote:

Mayor Andre D. Pierre, Esq.	x	(Yes)		(No)
Vice Mayor Marie Erlande Steril	x	(Yes)		(No)
Councilperson Michael R. Blynn, Esq.	x	(Yes)		(No)
Councilperson Scott Galvin		(Yes)	x	(No)
Councilperson Jean R. Marcellus	x	(Yes)		(No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Pioneer Boulevard Streetscape Improvement - IFB #47-11-12)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **IMECO, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business address at 20030 East Oakmont Drive, Hialeah, FL 33155 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on August 2, 2012, the City of North Miami ("City") advertised ***Invitation for Bid No. 47-11-12 Pioneer Blvd. (NE 137th Street) Streetscape Improvement*** ("IFB"), to provide the City with all the labor, supervision, materials, equipment, tools, services and expertise necessary to install an entry fountain and enhance an existing frog pond and plaza, to create a desirable entry feature and improve the area along NE 6th Avenue and NE 137th Street, a.k.a. Pioneer Boulevard ("Services"); and

WHEREAS, the Contractor was evaluated by City administration as a responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the terms, conditions, requirements and specifications of the IFB; and

WHEREAS, on _____, 2012, the Mayor and City Council passed and adopted Resolution No. _____, approving the selection of Contractor for the provision of Services and authorized the City Manager and City Attorney to negotiate and execute an agreement for the provision of Services.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 - CONTRACT DOCUMENTS

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

2.1.1 City of North Miami *Invitation for Bid No. 47-11-12 Pioneer Blvd. (NE 137th Street) Streetscape Improvement*, attached hereto by reference;

2.1.2 Contractor's response to the IFB ("Bid Submittal"), attached hereto as Exhibit A;

2.1.3 City Bid Tabulation form, attached hereto as Exhibit B; and

2.1.4 Any additional documents which are required to be submitted by Contractor pursuant to this Agreement.

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

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

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

ARTICLE 3 - TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall be one hundred eighty consecutive days (180) days within ten (10) days from the date the Notice to Proceed is issued by the City. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

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

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Two Hundred Seventy Thousand Nine Hundred Eighty and 60/100 Dollars ($270,980.60), as full compensation for the provision of Services to the City, in accordance with the Bid Submittal. Payment will be made in accordance with the terms of the IFB.

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

ARTICLE 5 - SCOPE OF SERVICES

5.1 The Contractor shall provide all required labor, supervision, materials, equipment, tools and services necessary for the completion of Services at the designated worksite, under the special terms and conditions provided in the IFB. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict with public operations.

5.2 Contractor shall provide and pay for competent, suitably qualified personnel to perform the Services as required by the Contract Documents. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

5.5 The Contractor shall ensure that the public roadways and any improvements or appurtenants in the vicinity of worksite remain open to the public whenever and wherever possible, and that sufficient signage is provided to direct the public or other invitees during performance of the Services. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 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.

5.7 The Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services, and 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.

5.8 The Contractor shall exercise due caution in the performance of this Agreement to minimize the possibility of damage to utilities resulting from its activities. Contractor shall verify

the location of all overhead and underground utilities prior to any excavation, including notifying the Underground Notification Center (1-800-432-4770) and the City's Public Works Department of any proposed excavation locations.

5.9 Services shall be performed between the hours of 7:00 am and 7:00 pm on weekdays, except for holidays observed by the City.

5.10 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 - CHANGES IN SERVICES

6.1 One or more changes to Services within the general scope of this Agreement may be ordered by a Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

6.2 A Change Order shall mean a written order to the Contractor executed by the Parties following execution of this Agreement, directing a change in Services, and may include a change in the agreed compensation and/or the time for Contractor's performance.

6.3 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement with the ordered changes in Services and the Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

ARTICLE 7 - ENVIRONMENTAL AND SAFETY REQUIREMENTS

7.1 The Contractor shall comply and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and subcontractors in the provision of Services.

7.2 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to any affected person.

7.3 Contractor shall be solely responsible for pedestrian and vehicular safety within the vicinity of the work site. Contractor shall provide the necessary warning devices, cones, markers, flags, barricades and other control devices, in addition to ground personnel needed for directing traffic and maintaining safety, protection and warning to all persons and vehicular traffic within the work site area.

7.4 Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services under the requirements of this Article.

ARTICLE 8 - INDEPENDENT CONTRACTOR

8.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 9 - CONFLICTS OF INTEREST

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

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

ARTICLE 10 - DEFAULT

10.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 11 - CITY'S TERMINATION RIGHTS

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

ARTICLE 12 - NOTICES

12.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor:
IMECO, Inc.
John J. Dennis
12550 Biscayne Boulevard, Suite 800-30
North Miami, FL 33181
Phone: (786) 691-1496
Fax: (786) 691-1497

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

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

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

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

ARTICLE 13 - PUBLIC RECORDS

13.1 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.

ARTICLE 14 - INDEMNIFICATION

14.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

14.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents

shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

14.3 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, construction services, material, equipment, or other items furnished in connection with the Services, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) days of the filing or from receipt of written notice from the City.

14.4 Contractor has visited the work site and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

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

ARTICLE 15 - WARRANTY

15.1 The Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the Contract Documents and that the Services will be free from defects whether patent or latent in nature.

15.2 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

ARTICLE 16 - INSURANCE

16.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in the IFB and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

16.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 17 - FORCE MAJEURE

17.1 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 or 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 number 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.

ARTICLE 18 - LOCAL BUSINESS/RESIDENT PREFERENCE

18.1 As an inducement for the City to enter into this Agreement, Contractor affirms its local preferences status, in accordance with its Bid Submittal and Section 7-151, City Code of Ordinances. The City has relied upon these representations, as a basis of selecting Contractor in the provision of Services.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

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

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

19.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise

unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

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

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

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

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

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

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

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

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

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

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

IMECO

Exhibit "A"

BID SUBMITTAL FOR:
47-11-12

FEIN NO.: 8 1 0 - 0 1 7 4 1 4 0 9 6

(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number.

☒ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.**

OR

☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City. Place a check here only if affirming bidder meets the requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.**

OR

☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check here only if affirming bidder meets the requirements for Subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.**

All referenced forms can be found on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/forms.asp

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME: IMECO INC.

STREET ADDRESS 12550 BISCAYNE BOULEVARD SUITE 800-30

CITY/STATE/ZIP CODE NORTH MIAMI, FL 33181

TELEPHONE NO. 786-691-1496 **FAX NO.** 786-691-1497

E-MAIL EDAGI@AOL.COM

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

AUTHORIZED SIGNATURE [signature] **Date** 08-28-2012
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT JOHN JAMES DENIS

TITLE OF OFFICER PRESIDENT

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

IMECO

ORIGINAL

ATTACHMENT A
BID FORM

The prices listed in the bid form shall include the total cost to complete the work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami.

ITEM	ESTIMATED QTY	UNIT	UNIT COST	SUB-TOTAL
PLANTING				
SITE WORK/CLEARING & GRUBBING	7,000	SF	1.50	10,500
TREES - Caesalpinia granidillo - Bridal Veil (see specs)	14	EA	300.00	4,200
PALMS -Veitchia winin - Winin Palm (see specs)	4	EA	500.00	2,000
SHRUBS - Ficus microcarpa 'Green Island" - Ficus Green Isle (see specs)	1,000	EA	11.00	11,000
SHRUBS - Monstera deliciosa - Monstera (see specs)	30	EA	20.00	600
GROUNDCOVER - Bulbine frutescens - Cat's Tail Lily (see specs)	146	EA	6.00	876
GROUNDCOVER - Latana montevidensis - Purple Latana (see specs)	715	EA	6.00	4,290
MULCH	4,970	SF	1.00	4970
PLANTING SOIL	92	CY	30	2,760
IRRIGATION	1	LS	12,000	12,000
PLANTING SUB-TOTAL			SUBTOTAL	53,196
FOUNTAIN @ NE 6 TH AVE				
SITEWORK/DEMOLITION	476	SF	50.00	23,800
SIGNAGE - (estimate only)	1	LS	5,000	5,000
FOUNTAIN BASIN WALLS	102	LF	100.00	10200
FOUNTAIN SLABS	543	SF	50.00	27150
FOUNTAIN EQUIPMENT & LIGHTING	1	LS	70,200	70,200
FOUNTAIN STONE WORK	206	SF	50.00	10,300
FOUNTAIN SUB-TOTAL			SUBTOTAL	146,650
OTHER SITE FEATURES				
PAVERS	1,500	SF	5.00	7,500
SITE LIGHTING	40	EA	600	24,000
SITE FURNITURE - BENCHES	10	EA	1500	15,000

OTHER FEATURES SUB-TOTAL			SUBTOTAL	46,500
PROJECT SUBTOTAL				246,346
CONTINGENCY			10%	24,634.60
TOTAL COST				270,980.60

IMECO, INC.
Name: (Please Print)

Offeror Signature

PRESIDENT
Title:

8-28-12.
Date:

FORM A-1

NORTH MIAMI
FLORIDA

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF NORTH MIAMI [print name of public entity]

by JOHN DENIS [print individual's name and title]

for IMECO, INC [print name of entity submitting sworn statement]

whose business address is 12550 BISCAYNE BOULEVARD, NORTH MIAMI, FL 33181

and (if applicable) its Federal Employer Identification Number (FEIN) is 80-0744096 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

FORM A-1

NORTH MIAMI
FLORIDA

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

John
[signature]

Sworn to and subscribed before me this 28 day of August, 2012.

Personally known ____

OR Produced identification Florida DL

Notary Public - State of Florida

FL DL # D520-470-69-186-0
(Type of Identification)

My commission expires 3/16/2015

sign before me by John James Denis

(Printed typed or stamped Commissioned name of Notary Public)

XAVIER ESPANA
Notary Public - State of Florida
My Comm. Expires Mar 16, 2015
Commission # EE 74870

NORTH MIAMI
FLORIDA

FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared JOHN JAMES DENIS (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the PRESIDENT of the corporation/partnership known and styles as IMECO, INC., duly formed under the laws of the State of FLORIDA, on JULY 7, 2011, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That IMECO, INC. (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of IFB 11-11-12, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That IMECO, INC. (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That IMECO, INC. (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That IMECO, INC. (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

NORTH MIAMI
FLORIDA

6. That no officer of IMECO, INC. has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: John J. Denis

Its: President

Authority Warranted

SWORN TO and subscribed before me this 28 day of August, 2012.

Xavier España

Notary Public

My Commission Expires:

3/16/2015

XAVIER ESPANA
Notary Public - State of Florida
My Comm. Expires Mar 16, 2015
Commission # EE 74870

LOCAL PREFERENCE FORM A - 3

NORTH MIAMI FLORIDA

LOCAL PREFERENCE CERTIFICATION

SECTION 1: GENERAL TERM

Local Preference

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. The following criteria meet the local preference requirements:

1. A business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased **AND**;
2. A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address **OR**;
3. A business has at least ten (10%) of its total workforce residing in the City of North Miami or subcontractors at least ten percent (10%) of its total contractors in the City prior to the City's issuance of the solicitation for supplies or services **OR**;
4. The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami.

The preference is used to evaluate the submittals received from bidders. A preference of ten percent (10%) shall be given to the local businesses total evaluation points of their proposal or ten percent (10%) shall be given to the local businesses total price of their bid.

Comparison of Qualifications

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the City from giving any other preference permitted by law instead of preferences granted, nor prohibit the City to select the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses located within the limits of the City of North Miami. **A copy of a current Business Tax Receipt must be attached.**

☑ Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

☐ Place a check mark here only if affirming bidder meets requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Workforce Local Preference.**

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. **(Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent)**

☐ Place a check mark here only if affirming bidder meets requirements for Subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Subcontractor Local Preference.**

Company Name: IMECO, INC.

Authorized Signature: [signature]

Revised 12/23/10

LOCAL PREFERENCE FORM A – 3A

NORTH MIAMI

CITY OF NORTH MIAMI LOCAL BUSINESS PARTICIPATION SCHEDULE

RFP/IFB # 47-11-12 Title: PIONEER BOULEVARD STREETSCAPE IMPROVEMENT

Bidder/Proposer IMECO, INC.

Address, City, State and Zip 12550 BISCAYNE BOULEVARD #800-30 NORTH MIAMI FL 33181

Contact Person JOHN DENIS Tel # 786-691-1496 Fax # 786-691-1497

ORGANIZATION STATUS

Business Association	Date Engaged	Business Name	Business Address	Business Telephone #	Work to Be Performed: % of Work	Work to Be Performed: Type of Work	Work to Be Performed: Dollar Amount
Bidder/ Proposer	8-28-12	IMECO, INC.		786-691 1496	100	STREETSCAPE IMPROVEMENT	
Local Business							
Local Business							
Local Business							
					100%	Total Participation	
						Total Contract	$ 0.0

The listing of a Local Business shall constitute a representation by the bidder/proposer to the City of North Miami that the bidder/proposer believes such Local Business to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained will be verified.

I certify that the above information is true to the best of my knowledge: _____ PRESIDENT 8-28-12

Authorized Bidder/Proposer Signature — Title — Date

Revised 12/16/11

Verified RS

NORTH MIAMI
FLORIDA

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:

OWNER: CITY OF NORTH MIAMI

BIDDER:

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.

D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact Ruby Crenshaw-Johnson, Purchasing Director via email at rcrenshaw@northmiamifl.gov or via facsimile: (305) 891-1015.

NORTH MIAMI
FLORIDA

QUESTIONNAIRE

Bidder's Name: IMECO, INC.

Principal Office Address: 12550 BISCAYNE BOULEVARD, N. MIAMI

Official Representative:

( ) Individual
( ) Partnership (Circle One)
(X) Corporation

If a Corporation, answer this:

When Incorporated: JULY 7, 2011

In what State: FLORIDA

If Foreign Corporation:

Date of Registration with Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President's Name: JOHN JAMES DENIS

Vice President's Name: JOHN JAMES DENIS

Treasurer's Name: JOHN JAMES DENIS

Members of Board of Directors:

If a Partnership:

Date of Organization:

General or Limited Partnership*:

NORTH MIAMI
FLORIDA

Name and Address of Each Partner:

Name	Address
1.	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business:____

2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

   Yes ☐ No ☒

   If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? NO

   If yes, please explain:

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? NO

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have)_____ ✓✓ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits: NONE

NORTH MIAMI
FLORIDA

B. List all judgments from lawsuits in the last five years: NONE

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals: NONE

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

NORTH MIAMI
FLORIDA

FORM A-5

ADDENDUM TO BID DOCUMENTS

IFB NUMBER: _____

BID OPENING DATE: _____

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 ☑

Addendum No. 2 ☐

Addendum No. 3 ☐

Addendum No. 4 ☐

Addendum No. 5 ☐

Addendum No. 6 ☐

Addendum No. 7 ☐

Addendum No. 8 ☐

Addendum No. 9 ☐

Addendum No. 10 ☐

Acknowledged by:
Name: JOHN DENIS
Signature: John
Date: 8-28-12

NORTH MIAMI
FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: VILLAGE OF VIRGINIA GARDENS Contact: SPENCER DENO
Address: 6498 NW 38 TERRACE
City: VIRGINIA GARDENS State: FL Zip: 33166
Contact Person: SPENCER DENO
Phone: 305-467-5235 E-Mail:
Type of Job Performed & Cost STREET SCAPE, DRAINAGE $350,000.00

Name: CH2MHILL Contact: THOMAS MC SWEENEY
Address: 800 FAIRWAY DRIVE SUITE 350
City: DEERFIELD BEACH State: FL Zip: 33441
Contact Person: THOMAS MC SWEENEY
Phone: 305-443-6401 E-Mail: THOMAS.MCSWEENEY@CH2M.COM
Type of Job Performed & Cost PUMPING STATION $800,000.00

Name: NUR-UL ISLAM Contact: EDWIN MOHAMED
Address: 10600 SW 59 STREET
City: COOPER CITY State: FL Zip:
Contact Person: EDWIN MOHAMED
Phone: 954-431-9586 E-Mail: EDWIN.MOHAMED@HOTMAIL.COM
Type of Job Performed & Cost WATER LINE INSTALLATION $35,000.00

PRINT

NORTH MIAMI
FLORIDA

Form "A-6"

BIDDER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. _____

DISCIPLINE_____

Team Composition Plan
Please provide the following for tracking purposes only:

Business Association	Business Name	*Business Address*	*Business* Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor	IMECO, INC.	12550 BISCAYNE BLV. N.MIAMI	786-691 1496	STREETSCAPE	90%	B
Subcontractor	NOVOA ELECTRIC		786-975 3538	ELECTRICAL	10%	H
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American *B = African American* *F = American Woman*
H = Hispanic American *N = Native American* *L=Local Vendor (North Miami)*

NORTH MIAMI
FLORIDA

Form "A-9"

Bidder Must Submit With Bid
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, IMECO, INC. as Principal, hereinafter called Contractor, and WESCHESTER FIRE INSURANCE COMPANY as Surety, are held and firmly bound unto the City of North Miami, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

FIVE PERCENT OF AMOUNT BID
(Written Dollar Amount)

dollars ($ 5% OF AMOUNT BID) lawful money of the United States of American, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the PROJECT entitled, PIONEER BLVD (NE 137th STREET)

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of North Miami and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhaus, Charles D Nielson, Charles J Nielson, David R Hoover, Edward M Clark, Ian A Nipper, Joseph P Nielson, Katherine S Grimsley, Kevin R Wojtowicz, Laura D Mosholder, all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents ($10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 16 day of July 2012.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of July, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 27 day of August, 2012

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 16, 2014

VOID VOID VOID

EXHIBIT B

IFB 47-11-12
Pioneer Blvd Streetscape Project
Opening Date: August 28, 2012

Vendor Name	FHP Tectonics Corp.	Coastland Construction Inc.	Solutions Capital Group	IMECO,INC.	Straightline Engineering
Address	290 nw 165th St, Suite P200	4661 sw 71st Ave	666 NE 125th St.	12550 Biscayne Blvd Ste.800-30	15223 nw 33rd Place
	Miami, FL 33169	Miami,FL 33155	North Miami,FL 33161	North Miami, FL 33181	Miami Gardens. FL 33054
Contact Name	David Roy	Alejandro Rodriguez	Viller Cherisol	John James Dennis	Ricardo Diaz
Phone:	305-940-0264	305-669-1740	305-300-4026	786-691-1496	305-685-9033
Local Vendor	No	No	Yes	Yes	No
FEID No.	36-4136428	65-1137725	20-5874744	80-0744096	04-3638394

PIONEER BOULEVARD STREET SCAPE IMPROVEMENTS

ITEM	ESTIMATED QTY	UNIT	UNIT COST	SUB-TOTAL	UNIT COST	SUB-TOTAL	UNIT COST	SUB-TOTAL	UNIT COST	SUB-TOTAL	UNIT COST	SUB-TOTAL
PLANTING												
SITE WORK/CLEARING & GRUBBING	7,000	SF	$0.22	$1,540.00	$0.70	$4,900.00	$0.74	$5,180.00	$1.50	$10,500.00	$2.00	$14,000.00
TREES - Caesalpinia granidillo - Bridal Veil (see specs)	14	EA	$229.21	$3,208.94	$390.00	$5,460.00	$630.00	$8,820.00	$300.00	$4,200.00	$450.00	$6,300.00
PALMS -Veitchia winin - Winin Palm (see specs)	4	EA	$633.35	$2,533.40	$400.00	$1,600.00	$980.00	$3,920.00	$500.00	$2,000.00	$480.00	$1,920.00
SHRUBS - Ficus microcarpa 'Green Island" - Ficus Green Isle (see specs)	1,000	EA	$7.24	$7,240.00	$9.00	$9,000.00	$11.60	$11,600.00	$11.00	$11,000.00	$12.00	$12,000.00
SHRUBS - Monstera deliciosa - Monstera (see specs)	30	EA	$8.44	$253.20	$10.00	$300.00	$16.00	$480.00	$20.00	$600.00	$30.00	$900.00
GROUNDCOVER - Bulbine frutescens - Cat's Tail Lily (see specs)	146	EA	$5.13	$748.98	$6.00	$876.00	$8.00	$1,168.00	$6.00	$876.00	$20.00	$2,920.00
GROUNDCOVER - Latana montevidensis - Purple Latana (see specs)	715	EA	$3.62	$2,588.30	$4.50	$3,217.50	$6.40	$4,576.00	$6.00	$4,290.00	$10.00	$7,150.00
MULCH	4,970	SF	$0.34	$1,689.80	$0.75	$3,727.50	$0.83	$4,125.10	$1.00	$4,970.00	$1.00	$4,970.00
PLANTING SOIL	92	CY	$30.16	$2,774.72	$26.00	$2,392.00	$64.00	$5,888.00	$30.00	$2,760.00	$20.00	$1,840.00
IRRIGATION	1	LS	$13,270.28	$13,270.28	$19,500.00	$19,500.00	$13,040.00	$13,040.00	$12,000.00	$12,000.00	$25,000.00	$25,000.00
PLANTING SUB-TOTAL			SUBTOTAL	$35,847.62	SUBTOTAL	$50,973.00	SUBTOTAL	$58,797.10	SUBTOTAL	$53,196.00	SUBTOTAL	$77,000.00
FOUNTAIN @ NE 6 TH AVE												
SITEWORK/DEMOLITION	476	SF	$18.45	$8,782.20	$10.00	$4,760.00	$28.71	$13,665.96	$50.00	$23,800.00	$30.00	$14,280.00
SIGNAGE - (estimate only)	1	LS	$3,558.85	$3,558.85	$3,000.00	$3,000.00	$9,150.00	$9,150.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00
FOUNTAIN BASIN WALLS	102	LF	$187.81	$19,156.62	$250.00	$25,500.00	$135.20	$13,790.40	$100.00	$10,200.00	$200.00	$20,400.00
FOUNTAIN SLABS	543	SF	$23.38	$12,695.34	$33.00	$17,919.00	$45.77	$24,853.11	$50.00	$27,150.00	$40.00	$21,720.00
FOUNTAIN EQUIPMENT & LIGHTING	1	LS	$118,733.99	$118,733.99	$105,000.00	$105,000.00	$15,604.00	$15,604.00	$70,200.00	$70,200.00	$40,000.00	$40,000.00
FOUNTAIN STONE WORK	206	SF	$119.53	$24,623.18	$20.00	$4,120.00	$73.10	$15,058.60	$50.00	$10,300.00	$85.00	$17,510.00
FOUNTAIN SUB-TOTAL			SUBTOTAL	$187,550.18	SUBTOTAL	$160,299.00	SUBTOTAL	$92,122.07	SUBTOTAL	$146,650.00	SUBTOTAL	$128,910.00
OTHER SITE FEATURES												
PAVERS	1,500	SF	$5.59	$8,385.00	$5.00	$7,500.00	$7.00	$10,500.00	$5.00	$7,500.00	$8.50	$12,750.00
SITE LIGHTING	40	EA	$1,192.82	$47,712.80	$300.00	$12,000.00	$252.78	$10,111.20	$600.00	$24,000.00	$300.00	$12,000.00
SITE FURNITURE - BENCHES	10	EA	$1,722.92	$17,229.20	$2,200.00	$22,000.00	$810.00	$8,100.00	$1,500.00	$15,000.00	$1,500.00	$15,000.00
OTHER FEATURES SUB-TOTAL			SUBTOTAL	$73,327.00	SUBTOTAL	$41,500.00	SUBTOTAL	$28,711.20	SUBTOTAL	$46,500.00	SUBTOTAL	$39,750.00
PROJECT SUBTOTAL				$296,724.80		$252,772.00		$179,630.37		$246,346.00		$245,660.00
CONTINGENCY			10%	$29,672.48	10%	$25,277.20	10%	$17,963.04	10%	$24,634.60	10%	$24,566.00
TOTAL COST				$326,397.28		$278,049.20		$197,593.41		$270,980.60		$270,226.00

Highlighted fields indicate calculation errors by vendor

FORMS SUBMITTAL					**NON-RESPONSIVE**				
A-1	Public Entity Crimes Affidavit		YES			YES	YES	YES	YES
A-2	Non Collusive Bidder Certificate		YES			YES	YES	YES	YES
A-3	Local Preference Claimed	subcontracting	YES			YES	YES	YES	NO
A-4	Questionnaire		YES			YES	YES	YES	YES
A-5	Acknowledgement of Addendum		YES			YES	YES	YES	YES
A-6	Disclosure of Subcontractors		YES			YES	YES	YES	YES
A-7	Insurance		YES		MISSING	NO	YES	YES	YES
A-9	Bid Bond		YES		MISSING	NO	YES	YES	YES
	References		YES		MISSING	NO	YES	YES	YES
	Licenses (GC License)		YES	MISSING	MISSING	NO	YES	YES	YES
	Proof of Prior Experience		YES	MISSING	MISSING	NO	YES	YES	NO