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

Council Report

To: The Honorable Mayor and City Council

From: Ruby Crenshaw-Johnson, Director
Purchasing Department

Date: October 8, 2013

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF LEE CONSTRUCTION GROUP, INC., IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NO. 35-12-13 CITY HALL – MEP REPLACEMENT (MECHANICAL, ELECTRICAL & PLUMBING), TO PROVIDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SUPERVISION, SAFETY REQUIREMENTS, AND RELATED SERVICES NECESSARY FOR CITY HALL BUILDING MECHANICAL, ELECTRICAL, AND PLUMBING REPAIRS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AT A COST OF ONE HUNDRED FORTY EIGHT THOUSAND DOLLARS ($148,000.00), AND A CONTINGENCY AMOUNT NOT TO EXCEED TEN PERCENT (10%) OF THE COST, IF REQUIRED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is recommending the Mayor and Council approve the award and issuance of a contract and purchase order to Lee Construction Group, Inc for IFB 35-12-13 for the City Hall Mechanical, Engineering and Plumbing (MEP) Renovation in the amount of $148,000.00.

BACKGROUND

Reasons for Electrical Service Upgrade:

Due to the age of the electrical service equipment (Main Switch Gear), the replacement parts are not available anymore in the market. If a part or circuit breaker of this Switch Gear becomes nonfunctional, it is very hard to find replacement part and it is expensive if found. Currently, few installed circuit breakers in this switch gear are supported by using tapes. These breakers are not compatible with the Switch Gear Frame. This

installation doesn't comply with applicable codes and might be a cause for hazard situation like causing a fire. The existing circuit breakers might not perform as intended, for example, a circuit breaker might not trip off if it is overloaded, which leads to overloading the capacity of the existing wires and in turn leads to a serious hazardous failure in the system. Part of the existing Main Switch gear is fed from a standby generator through an Automatic transfer switch. This means that not the whole building is on standby generator. If there is power outage, the existing setup might not be sufficient for the building to operate. In order for the building to be fully operational during power outage, the whole building electrical service must be fed from the standby generator. The new system addresses these issues.

Reasons for the Basement Mechanical System Upgrade:
Currently, there is an existing Air condition unit (split system) in the basement. This system feeds the basement and part of the first floor office space. There is a supply duct that runs from the basement to the first floor. The supply air that goes to the first floor has no way to return back to the system since there is no return duct installed. This makes the system to be unbalanced. This means that a negative pressure is created in the basement because the air is delivered to first floor with no return. Beside unbalanced system, this setup doesn't comply with applicable codes and doesn't provide the minimum comfortable level for the occupants of the office space.

The basement has an existing exhaust fan that is oversized. When this fan turns ON, it adds to the negative pressure in the basement. This negative pressure in the basement draws air down from first floor through the stairs. Due to this effect, it becomes hard for an occupant to open the stairs door to exist the stairs which in turn is a life hazard situation since the stairs are an egress route. The new system addresses these issues.

Funding for this project is from the Biscayne Landing Progress 2013.

ATTACHMENTS
Resolution
Contract
Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF LEE CONSTRUCTION GROUP, INC., IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NO. 35-12-13 CITY HALL – MEP REPLACEMENT (MECHANICAL, ELECTRICAL & PLUMBING), TO PROVIDE ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SUPERVISION, SAFETY REQUIREMENTS, AND RELATED SERVICES NECESSARY FOR CITY HALL BUILDING MECHANICAL, ELECTRICAL, AND PLUMBING REPAIRS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AT A COST OF ONE HUNDRED FORTY-EIGHT THOUSAND DOLLARS ($148,000.00), AND A CONTINGENCY AMOUNT NOT TO EXCEED TEN (10) PERCENT OF THE COST, IF REQUIRED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 30, 2013, the City of North Miami ("City") advertised ***Invitation for Bid No. 35-12-13 City Hall – MEP Replacement (Mechanical, Electrical & Plumbing)*** ("IFB"), for the purpose of obtaining sealed bids from licensed and insured contractors to provide the City with the labor, materials, tools, equipment, supervision, safety requirements, and related services necessary for City Hall Building mechanical, electrical, and plumbing repairs, in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, Lee Construction Group, Inc. ("Contractor"), submitted its sealed bid and was subsequently evaluated by City administration as the lowest responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services, at a cost of One Hundred Forty-Eight Thousand Dollars ($148,000.00), and a contingency amount not to exceed ten (10) percent of the cost, if required; and

WHEREAS, the Mayor and City Council have determined that it is in the City's best interests to approve the selection of Contractor and authorize the City Manager to execute an agreement, in substantially the attached form, for the provision of Services to accomplish the necessary repairs of City Hall.

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

Section 1. **Selection Approval and Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of Lee Construction Group, Inc., in accordance with the terms, conditions and specifications contained in the Invitation for Bid No. 35-12-13 City Hall - MEP Replacement (Mechanical, Electrical & Plumbing), to provide all labor, materials, tools, equipment, supervision, safety requirements, and related services necessary for City Hall Building mechanical, electrical, and plumbing repairs; and further authorize the City Manager to execute a professional services agreement, in substantially the attached form, at a cost of One Hundred Forty-Eight Thousand Dollars ($148,000.00), and a contingency amount not to exceed ten (10) percent of the cost, if required.

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

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2013.

_____
LUCIE M. TONDREAU
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: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(IFB No. 35-12-13/City Hall – MEP Replacement)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **Lee Construction Group, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 9485 NW 12th Street, Doral, FL 33172 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on July April 8, 2013, the City advertised ***Invitation for Bid No. 35-12-13 City Hall – MEP Replacement (Mechanical, Electrical & Plumbing)*** ("IFB"), for the purpose of obtaining sealed bids from licensed and insured contractors to provide the City with the labor, materials, tools, equipment, supervision, safety requirements, and related services necessary for the mechanical, electrical and plumbing repairs of the City Hall Building, in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, Contractor submitted its sealed bid and was subsequently evaluated by City administration as the lowest responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the requirements of Contract Documents; and

WHEREAS, the City Manager finds that entering into an agreement with Contractor for the provision of Services, is in the City's best interests; and

WHEREAS, on _____, _____, 2013, the Mayor and City Council passed and adopted Resolution Number R-2013-___, approving the selection of Contractor and authorized the City Manager to enter into this Agreement for the provision of Services.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – DEFINITIONS

2.1 The following words, terms and phrases, when used in this Agreement, shall have the following meanings;

Agreement – this written Agreement between the City and Contractor covering the Services to be performed at the Worksite, including the Contract Documents that are attached to or incorporated herein.

Change Order – a written document signed by the Parties authorizing an addition, deletion or revision to the Services performed on the Worksite pursuant to this Agreement and within the general Scope of Work. A Change Order may include a change in the agreed compensation and/or the time for Contractor's performance.

Contingency – an established sum not to exceed ten percent (10%) of the cost, or Fourteen Thousand Eight Hundred Dollars ($14,800.00), if required, for the purpose of defraying actual expenses that may arise due to unforeseen circumstances in the provision of Services. Contractor will be required to furnish documentation evidencing the expenditures charged to this contingency prior to release of funds by the City. Funds not directed to be used by the City as Contingency, shall remain with the City.

Notice to Proceed – a written notice given by the City to the Contractor fixing the date on which the provision of Services shall commence.

Subcontractor – a party, person or entity retained by the Contractor to provide labor, materials, equipment, services or supplies, necessary to complete the Services. Subcontractor shall include all sub-Subcontractors, retained directly or indirectly by Contractor.

Worksite – shall be the City Hall Building located at 776 NE 125th Street and where the performance of Services is to be provided by Contractor, in fulfilling its obligations to the City under this Agreement.

ARTICLE 3 - CONTRACT DOCUMENTS

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

3.1.1 City of North Miami ***Invitation for Bid No. 35-12-13 City Hall – MEP Replacement (Mechanical, Electrical & Plumbing)***, attached hereto by reference;

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

3.1.3 City's tabulation of bids received in response to the IFB, attached hereto as "Exhibit B";

3.1.4 Insurance Certificate, Payment and Performance Bonds;

3.1.5 Any additional documents which are required to be submitted in the provision of Services under this Agreement, and all amendments, modifications and supplements, and Change Orders, issued on or after the effective date of this Agreement.

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

3.2.1 Specific written direction from the City Manager or City Manager's designee.
3.2.2 This Agreement.
3.2.3 The IFB.

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

3.4 Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind: 1) between the City and a Subcontractor or supplier, 2) between any persons or entities other than the City and Contractor.

ARTICLE 4 - TIME FOR PERFORMANCE

4.1 Subject to authorized adjustments by the City, the time to complete the Services under this Agreement shall be a period of sixty (60) consecutive calendar days commencing from the date the City issues Contractor the Notice to Proceed.

4.2 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to render Services timely shall be regarded as a material breach of this Agreement, subject to the appropriate remedies available at law.

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

ARTICLE 5 - COMPENSATION

5.1 Contractor shall be paid a sum not to exceed One Hundred Forty Eight Thousand Dollars ($148,000.00), and a contingency amount not to exceed ten percent (10%) of the cost, if required, in the provision of Services.

5.2 Funding for this Agreement is contingent upon the City's 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.

5.3 The City shall pay Contractor within forty-five (45) days with the receipt of proper invoicing, provided the City has accepted the Services.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Contractor shall supervise and direct the work competently and efficiently, devoting such attention and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the work and shall ensure that the finished Services accurately comply with the Contract Documents.

6.2 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. Contractor shall at all times maintain good discipline and order at the Worksite.

6.3 Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, supervision, appliances, and services necessary for the prompt and proper completion of Services.

6.4 Contractor shall confine equipment and the storage of materials in areas of the Worksite identified and permitted by the City, and shall not unreasonably encumber the premises with equipment or materials.

6.5 Contractor shall comply 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 in the provision of Services.

6.6 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 persons or property.

6.7 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 7 - SCOPE OF SERVICES

7.1 Contractor shall provide all the labor, supervision, materials, equipment, tools and services necessary for the provision of Services in accordance with the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

7.2 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.

7.3 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 Services related to this Agreement shall be borne solely by Contractor.

7.4 Contractor shall cause a minimum of inconvenience to employees, invitees and to the general public in and around the Worksite. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

7.5 Contractor shall at all times 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.

7.6 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 restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition.

7.7 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.

7.8 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.

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

ARTICLE 8 - CHANGES IN SERVICES

8.1 One or more changes to the Services within the general scope of this Agreement may be ordered by 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.

8.2 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 9 - INDEPENDENT CONTRACTOR

9.1 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 10 - CONFLICTS OF INTEREST

10.1 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.

10.2 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 the Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to City.

ARTICLE 11 - DEFAULT

11.1 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 12 - CITY'S TERMINATION RIGHTS

12.1 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.

12.2 In the event Contractor remains in Default for a time period of five (5) consecutive calendar days, the City may, at its option, retain another contractor to perform the Services. The Contractor shall be liable for any damages incurred by the City, as provided by Florida law.

ARTICLE 13 - NOTICES

13.1 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:	Lee Construction Group, Inc. Luis E. Enrique, President 9485 NW 12th Street Doral, FL 33142
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

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

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

ARTICLE 14 - INDEMNIFICATION

14.1 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 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 Contractor has visited the Worksite 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.

14.4 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.

14.5 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 Contractor warrants that all materials and workmanship rendered in the performance of Services, whether furnished by the Contractor, its Subcontractors or suppliers, will comply with the Contract Documents.

15.2 Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its Subcontractors or suppliers shall be of good quality will be free from defects whether patent or latent in nature. 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 and specifically providing 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 required 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 –PERFORMANCE AND PAYMENT BONDS

17.1 Contractor is required to furnish to the City a Performance Bond and Payment Bon, each in the amount of one hundred percent (100%) of the total compensation amount of this Agreement prior to the commencement of Services, in accordance with IFB requirements. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of Subcontractors performing labor on the Worksite under this Agreement and furnishing supplies, materials or services in connection herewith. These Bonds shall be in effect through the duration of the Agreement plus the warranty period as required by the Contract Documents.

ARTICLE 18 - FORCE MAJEURE

18.1 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 19- LIQUIDATED DAMAGES

19.1 The Parties agree that the City will suffer damages which are difficult to determine and accurately specify. As such, Liquidated Damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay; and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Agreement on time.

19.2 Upon the failure of Contractor to complete the Services within the specified (plus approved extensions if any), then Contractor shall pay the City the sum of Three Hundred and Fifty Dollars ($350.00) for each and every consecutive calendar day beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. The City shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by City is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages.

19.3 The City may, in lieu of the above, notify Contractor to cease Services and the City will complete the Services. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the proceeds of this Agreement as consideration for the work and costs incurred by the City.

ARTICLE 20 - PUBLIC RECORDS

20.1 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 21 – COMMUNITY BENEFITS

21.1 The City believes in doing business with persons and business entities which adhere to corporate principles confirming a commitment for being good corporate citizens, and which value the goals and importance of community goodwill by providing tangible benefits back to the community in which they do business. As such, the City will seek from Contractor the establishment of a Community Benefits Plan, as defined and approved by the City Manager, for the benefit of the local community. This Community Benefits Plan shall be incorporated into and shall become a part of this Agreement.

21.2 As an inducement for the City to enter into this Agreement, Contractor hereby represents its willingness and financial capacity to provide the City with the Community Benefits Plan, pursuant to this Article. The City has relied upon these representations, in entering into this Agreement with Contractor, and such Community Benefits shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code of Ordinances.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8 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.

22.9 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.

22.10 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.

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

22.12 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.

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

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

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

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

ATTEST:

Corporate Secretary or Witness:

Lee Construction Group, Inc., a Florida for-profit corporation,

"**Contractor**":

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

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

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

IFB 35-12-13

Contract Title: CITY HALL MEP REPLACEMENT

Bid Opening Date: 8/27/2013

Prepared By: Ruby Crenshaw-Johnson

		Kerney & Associates, Inc	**Pioneer Construction Management Services, Inc**	**Lee Construction Group, Inc**	**Okabrema Corp.**
	FEIN #:	65-0433429	41-2242680	14-1984840	45-5245973
	Address:	4811 SW 28th Avenue	5713 Hollywood Blvd.	9485 NW 12 Street	6708 San Vicente St.
	City / State/ Zip	Dania Beach,FL 33312	Hollywood, FL 33021	Doral, Fl 33142	Coral Gables, FL 33146
	Phone:	954-987-7922	954-893-6021 ext.14	786-487-0876	305-498-6680
	Contact:	Patrick Kerney	Dyan Ruel-Miles	Luis E. Enriguez	Octavio Maniglia
	Email:	mike@kerneyandassociates.com	ruel@pioneercms.com	leenriquez@leecgi.com	omaniglia@okabema.com
	Local Preference Affirmed:	NO	NO	NO	YES
#	**Description**				
1	Electrical Repairs	$66,115.00	$155,257.00	$74,000.00	$104,200.00
2	Mechanical Repairs	$48,760.00	$26,400.00	$40,500.00	$32,200.00
3	Plumbing Repairs	$8,500.00	$4,950.00	$3,950.00	$6,000.00
4	Permitting Services & Permitt Fee	$1,000.00	$5,089.37	$3,000.00	$6,000.00
5	Overhead & Profit	$43,250.00	$16,066.75	$26,550.00	$28,000.00
	TOTAL BID PRICE	$167,625.00	$207,763.12	$148,000.00	$176,400.00
	Contingency	5%	0%	10.0%	5%
	Attended Mandatory Pre-Bid	YES	YES	YES	YES
	Local Preference Percentage				$17,640.00
				Low Bidder	**$158,760.00**
				Recommendation of Award	