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: May 28, 2013

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF EBSARY FOUNDATION CO., AS THE GENERAL CONTRACTOR FOR THE REPLACEMENT AND CONSTRUCTION OF TWO (2) PEDESTRIAN BRIDGES ALONG THE ARCH CREEK BICYCLE/SHARED USE PATH, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NO. 15-12-13 (RE-BID) ARCH CREEK BIKE PATH AND PEDESTRIAN BRIDGE REPLACEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND SIXTY-SIX CENTS ($432,950.66), AND WITH A PROJECT COMPLETION TERM OF ONE HUNDRED EIGHTY (180) CONSECUTIVE CALENDAR DAYS FROM THE CITY'S NOTICE TO PROCEED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES**

RECOMMENDATION

Staff is requesting approval from the Mayor and Council to authorize the City Manager to award and execute an agreement with Ebsary Foundation Co. for IFB 15-12-13 for the Construction of Arch Creek Bike Path and Pedestrian Bridge Replacement Project in the amount of $432, 950.66.

BACKGROUND

IFB 15-12-13 was solicited on March 6, 2013 and Ebsary Foundation was the lowest responsive bidder on this project.

The Arch Creek Bike Path is the first in a series of City-wide bicycle linkages being developed in accordance with the City's adopted Transportation Master Plan and the vision of the Comprehensive Plan. Per State Law, TCEA (Transportation Concurrency Exemption Area) designated communities such as North Miami are required to develop mobility strategies by including policies in it's Comp Plan that promote a pedestrian/transit oriented environment. The development of the bike path satisfies State Law.

The City secured a grant from the Florida Department of Transportation, FDOT ($65,000 for design and $487,531 for construction). The design portion was intended for the 1.5 mile Arch Creek Bike Path, located along NE 135 Street running from Biscayne Boulevard (US 1) east and connecting to the bicycle path at the Florida International University Campus (FIU).

The grant was provided for the entire segment of the path, which includes two old 6' wide pedestrian bridges that cross two creeks along the path. It should be noted that the existing bridges at 6' do not meet State requirements for shared use paths, which require a minimum 12' wide bridge. As such, in order to comply with FDOT regulations and provide adequate clearance for both pedestrians and bicyclist, the existing bridges are slated to be replaced with two 12' environmentally friendly pre-fab bridges.

Since the FDOT construction funds were not sufficient to cover the cost of the entire project the Half-Cent Transportation Surtax and Gas Tax monies were used to mill and repave the 1.5 roadway portion; with striping and signage added to create a bicycle lane going in both directions. As such, the unused FDOT $487,000 construction funds will be set aside for the construction of the new bridges.

The City obtained a Notice to Proceed on January 4, 2013 authorizing the City to issue an Invitation for Bids in order to select a contractor for the installation of the Arch Creek Bike Path Bridges.

Attachments
Resolution
Agreement
Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF EBSARY FOUNDATION CO., AS THE GENERAL CONTRACTOR FOR THE REPLACEMENT AND CONSTRUCTION OF TWO (2) PEDESTRIAN BRIDGES ALONG THE ARCH CREEK BICYCLE/SHARED USE PATH, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NO. 15-12-13 (RE-BID) ARCH CREEK BIKE PATH AND PEDESTRIAN BRIDGE REPLACEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND SIXTY-SIX CENTS ($432,950.66), AND WITH A PROJECT COMPLETION TERM OF ONE HUNDRED EIGHTY (180) CONSECUTIVE CALENDAR DAYS FROM THE CITY'S NOTICE TO PROCEED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on December 19, 2012, the City of North Miami ("City") entered into a Local Agency Program ("LAP") Agreement with the Florida Department of Transportation ("FDOT") to establish guidelines for the receipt and use of grant funds in the amount of Four Hundred Eighty-Seven Thousand Five Hundred Thirty-One Dollars ($487,531.00), for the proposed Arch Creek Bike Path located east of Biscayne Boulevard along 135th Street, ending at Bay Vista Boulevard at Florida International University; and

WHEREAS, on January 4, 2013, the FDOT issued the City a Notice to Proceed with the construction phase of the LAP Agreement, and authorized the City to advertise and receive competitive bids from qualified general contractors for the construction of the proposed project, in accordance with the terms outlined in the LAP Agreement; and

WHEREAS, on March 6, 2013, the City issued ***Invitation for Bid No. 15-12-13 (Re-Bid) Arch Creek Bike Path & Pedestrian Bridge Replacement Project*** ("IFB"), in order to obtain bids from qualified general contractors for the replacement of two (2) existing single span concrete beam pedestrian bridge structures with two (2) single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path, running along Northeast 135th Street and

connecting to the bike path on the Florida International University's Biscayne Bay Campus within the City ("Project Services"); and

WHEREAS, in response to the IFB, Ebsary Foundation Co. ("Contractor") submitted its sealed bid, qualifications and related documents ("Bid") expressing the capability, willingness and expertise necessary to perform the Project Services, pursuant to IFB and LAP Agreement requirements; and

WHEREAS, Contractor's Bid was reviewed, ranked and selected by City administration as the most responsive, responsible low-bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, on April 24, 2013, the FDOT issued the City a Concurrence Letter, authorizing the City to proceed with the recommendation of award to Contractor for Project Services; and

WHEREAS, the City administration respectfully requests that the Mayor and City Council approve the selection of Contractor and authorize the execution of an agreement for the provision of Project Services, in substantially the attached form.

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 Ebsary Foundation Co., as the general contractor for the replacement and construction of two (2) pedestrian bridges along the Arch Creek bicycle/shared use path, in accordance with the terms, conditions and specifications contained in the Invitation for Bid No. 15-12-13 (Re-Bid) Arch Creek Bike Path and Pedestrian Bridge Replacement Project, and authorizing the City Manager to execute an agreement, in substantially the attached form, in the amount not to exceed Four Hundred Thirty-Two Thousand Nine Hundred Fifty Dollars and Sixty-Six Cents ($432,950.66), and with a project completion term of one hundred eighty (180) consecutive calendar days from the City's Notice to Proceed.

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 May, 2013.

_____
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: _____

Seconded by: _____

Vote:

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

CITY OF NORTH MIAMI
Arch Creek Bike Path & Pedestrian Bridge Replacement Project Agreement
IFB No. 15-12-13 (Re-Bid)
(Federal Aid Project)

THIS ARCH CREEK BIKE PATH & PEDESTRIAN BRIDGE REPLACEMENT PROJECT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2013, by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Ebsary Foundation Co.**, a for-profit corporation organized and registered to do business in the State of Florida, having its principal office at 2154 NW North River Drive, Miami, FL 33125 ("Contractor"). The City and Contractor may collectively be referred to as the "Parties", and each may individually be referred to as "Party".

RECITALS

WHEREAS, on December 19, 2012, the City of North Miami ("City") entered into a Local Agency Program ("LAP") Agreement with the Florida Department of Transportation ("FDOT") to establish guidelines for the receipt and use of grant funds in the amount of Four Hundred Eighty Seven Thousand Five Hundred Thirty One Dollars ($487,531.00), for the proposed Arch Creek Bike Path located east of Biscayne Boulevard along 135th Street, ending at Bay Vista Boulevard at Florida International University; and

WHEREAS, on January 4, 2013, the FDOT issued the City a Notice to Proceed with the construction phase of the LAP Agreement, and authorized the City to advertise and receive competitive bids from qualified general contractors for the construction of the proposed project, in accordance with the terms outlined in the LAP Agreement; and

WHEREAS, on March 6, 2013, the City issued ***Invitation for Bid No. 15-12-13 (Re-Bid) Arch Creek Bike Path & Pedestrian Bridge Replacement Project***, in order to obtain bids from qualified general contractors for the replacement of two existing single span concrete beam pedestrian bridge structures with two single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path, running along Northeast 135th Street and connecting to the bike path on the Florida International University's Biscayne Bay Campus within the City ("Project Services"); and

WHEREAS, in response to the IFB, Contractor submitted its sealed bid, qualifications and related documents ("Bid") expressing the capability, willingness and expertise necessary to perform the Project Services, pursuant to IFB and LAP Agreement requirements; and

WHEREAS, Contractor's Bid was reviewed, ranked and selected by City administration as the most responsive, responsible low-bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, on April 24, 2013, the FDOT issued the City a Concurrence Letter, authorizing the City to proceed with the recommendation of award to Contractor for Project Services; and

WHEREAS, on _____, 2013, the Mayor and City Council passed and adopted Resolution No. _____-____, approving the selection of Contractor and authorized the City Manager to execute this Agreement, for the provision of Project Services in accordance with the terms and conditions of the Contract Documents.

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 - CONTRACT DOCUMENTS

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

2.1.1 Relevant sections of FDOT's *Local Agency Program Quick Reference Guide* dated March 20, 2009, attached hereto by reference;

2.1.2 LAP Agreement executed on December 19, 2012, between the City and FDOT, attached hereto as "Exhibit A";

2.1.3 Notice to Proceed dated January 4, 2013, from the FDOT to the City, attached hereto as "Exhibit B";

2.1.4 City's *Invitation for Bid No. 15-12-13 (Re-Bid) Arch Creek Bike Path & Pedestrian Bridge Replacement Project*, as amended ("IFB"), attached hereto by reference;

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

2.1.6 City's tabulation of contractors responding to the IFB, attached hereto as "Exhibit C";

2.1.7 City's Recommendation of Award to Contractor dated April 16, 2013, attached hereto as "Exhibit D";

2.1.8 Concurrence Letter dated April 24, 2013, from the FDOT to the City, attached hereto as "Exhibit E"; and

2.1.9 Any additional documents which are required to be submitted by Contractor pursuant to Contract Documents.

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 The LAP Agreement.

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

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

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be One Hundred Eighty (180) consecutive calendar days from the date the City issues Contractor the Notice to Proceed. The Term provided includes the time required to fabricate trusses, delivery and installation through full Project Services completion. Contractor agrees that the performance of Project Services shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full completion of Project Services within the agreed time for performance. Failure to achieve timely performance of Project Services shall be regarded as a material breach of this Agreement and subject to the appropriate remedies available to the City at law.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exists with respect to the Contractor's ability to perform Project 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 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Four Hundred Thirty-Two Thousand Nine Hundred Fifty and 66/100 Dollars ($432,950.66), for the entire Project Services. This amount shall remain fixed throughout the Term of Agreement.

ARTICLE 5 - SCOPE OF PROJECT SERVICES

5.1 Contractor shall provide all the required labor, supervision, transportation, materials, equipment, supplies, tools and services necessary for the completion of Project Services, under the terms, conditions and specifications contained in the Contract Documents. Contractor shall perform the Project Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Project 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 Project Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Project 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.

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

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

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 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 7 - CONFLICTS OF INTEREST

7.1 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.

7.2 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 Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 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 9 - CITY'S TERMINATION RIGHTS

9.1 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 Project Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, loss of profits, or for any consequential or incidental damages.

ARTICLE 10 - NOTICES

10.1 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:	Ebsary Foundation Co. Attn: Scott A. Alfele, President 2154 NW North River Drive Miami, FL 33125 Phone: (305) 325-0530 Fax: (305) 325-8684
To City:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attention: City Manager
Additional copy to:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attention: City Attorney

10.2 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.

10.3 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 11 - INDEMNIFICATION

11.1 Execution of the Agreement by Contractor is a representation that Contractor has visited the worksite and is familiar with the local conditions under which the Project 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.

11.2 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 Project Services under this Agreement.

11.3 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.

11.4 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 12 – INSURANCE & BONDS

12.1 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. Contractor shall not commence Project Services 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 Project Services 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 Project Services required by this Agreement unless all required insurance remains in full force and effect.

12.2 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.

12.3 Payment and performance bonds in the amount of 100% of the compensation amount of this Agreement shall be required by the Contractor prior to the commencement of Project Services, pursuant to the IFB. The payment bond shall secure and guarantee payment of all persons performing labor or providing materials used for the Project Services rendered under this Agreement. 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.

ARTICLE 13 - FORCE MAJEURE

13.1 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 14 - PUBLIC RECORDS

14.1 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 15 - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

15.10 The professional Project 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 Project Services.

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

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

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

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

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

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

ATTEST:

Ebsary Foundation Co., a for-profit corporation:

Corporate Secretary or Witness:

"**Contractor**":

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

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

By: _____
Michael A. Etienne
City Clerk

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

IFB 15-12-13
Arch Creek Bike Path & Pedestrian
Bridge Replacement Project
Due: April 9, 2013

	Anzac Contractors, Inc	Atlantic Icon, Corp	Ebsary Foundation Co	Engineer Control Systems, Corp	Florida Construction & Eng, Inc	M&J Construction Co of Pinellas Inc	Zep Construction, Inc
Address	7475 SW 50th Terrace	2200 N Federal Hwy	2154 N.W. North River Drive	1175 NE 125th street	15 S Bentley Drive	809 S Safford Ave	7802 Jean Blvd
City / State	Miami, Fl 33155	Hollywood, FL 33020	Miami, FL 33125	North Miami, Fl 33161	Miami Springs, FL 33166	Tarpon Springs, FL 34689	Fort Myers, FL 33967
Telephone No.	305-669-1986	954-251-3084	305-325-0530	305-895-4376	305-883-7601	727-938-6478	239-267-8778
FEID No	59-1358949	20-2952373	59-0229150	59-2073526	59-2768130	59-2361020	59-1448314

	DESCRITPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	ROADWAY ITEMS																
1	Mobilization	1	LS	$24,300.00	$24,300.00	$43,100.00	$43,100.00	$59,200.00	$59,200.00	$59,200.00	$59,200.00	$77,500.00	$77,500.00	$103,700.00	$103,700.00	$50,000.00	$50,000.00
2	Maintenance of Traffic	1	LS	$1,850.00	$1,850.00	$500.00	$500.00	$7,350.00	$7,350.00	$8,500.00	$8,500.00	$1,250.00	$1,250.00	$5,900.00	$5,900.00	$3,900.00	$3,900.00
3	Staked Turbidty Barrier	300	LF	$8.00	$2,400.00	$10.00	$3,000.00	$16.33	$4,899.00	$15.00	$4,500.00	$8.79	$2,637.00	$11.80	$3,540.00	$15.00	$4,500.00
4	Clearing & Grubbing	1	LS	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$19,150.00	$19,150.00	$2,500.00	$2,500.00	$5,728.69	$5,728.69	$5,000.00	$5,000.00	$15,600.00	$15,600.00
5	Stablization Type B	126	SY	$30.10	$3,792.60	$8.00	$1,008.00	$23.57	$2,969.82	$8.50	$1,071.00	$10.84	$1,365.84	$28.10	$3,540.60	$50.00	$6,300.00
6	Optional Base Group 04	100	SY	$33.00	$3,300.00	$18.00	$1,800.00	$23.57	$2,357.00	$27.00	$2,700.00	$10.63	$1,063.00	$35.40	$3,540.00	$60.00	$6,000.00
7	Milling Existing Asphalt	11	SY	$45.00	$495.00	$35.00	$385.00	$135.00	$1,485.00	$150.00	$1,650.00	$18.75	$206.25	$536.37	$5,900.07	$450.00	$4,950.00
8	Superpave Asphaltic Concrete	6.1	TN	$953.00	$5,813.30	$1,026.00	$6,258.60	$265.00	$1,616.50	$375.00	$2,287.50	$193.75	$1,181.88	$1,934.44	$11,800.08	$1,056.00	$6,441.60
9	Pedestrian/Bicycle Railing	76	LF	$61.00	$4,636.00	$75.00	$5,700.00	$57.00	$4,332.00	$236.00	$17,936.00	$52.50	$3,990.00	$232.90	$17,700.40	$74.00	$5,624.00
10	Concrete Sidewalk	10	SY	$90.00	$900.00	$55.00	$550.00	$88.82	$888.20	$250.00	$2,500.00	$62.50	$625.00	$354.00	$3,540.00	$360.00	$3,600.00
11	Performance Turf	430	SY	$4.70	$2,021.00	$7.50	$3,225.00	$5.89	$2,532.70	$16.00	$6,880.00	$3.10	$1,333.00	$8.24	$3,543.20	$3.00	$1,290.00
	ROADWAY ITEMS SUBTOTAL				**$51,507.90**		**$67,526.60**		**$106,780.22**		**$109,724.50**		**$96,880.66**		**$167,704.35**		**$108,205.60**
	STRUCTURE ITEMS																
12	Class V Concrete	32.0	CY	$1,468.00	$46,976.00	$550.00	$17,600.00	$1,814.00	$58,048.00	$475.00	$15,200.00	$1,140.84	$36,506.88	$700.63	$22,420.16	$1,400.00	$44,800.00
13	Class IV lightweight	52.0	CY	$100.00	$5,200.00	$350.00	$18,200.00	$205.00	$10,660.00	$328.00	$17,056.00	$1,687.50	$87,750.00	$703.46	$36,579.92	$835.00	$43,420.00
14	Reinforcing Steel (Superstructure)	596.6	LB	$1.90	$1,133.54	$1.50	$894.90	$0.96	$572.74	$1.50	$894.90	$0.91	$542.91	$3.97	$2,368.50	$1.90	$1,133.54
15	Reinforcing Steel (Substructure)	3,000.0	LB	$1.30	$3,900.00	$2.00	$6,000.00	$0.90	$2,700.00	$1.50	$4,500.00	$0.95	$2,850.00	$3.95	$11,850.00	$1.90	$5,700.00
16	Prestressed Concrete Piling	150.0	LF	$281.00	$42,150.00	$250.00	$37,500.00	$195.00	$29,250.00	$273.00	$40,950.00	$126.14	$18,921.00	$708.00	$106,200.00	$354.00	$53,100.00
17	Test Piles Prestreessed Concrete	80.0	LF	$413.00	$33,040.00	$250.00	$20,000.00	$256.00	$20,480.00	$559.00	$44,720.00	$246.81	$19,744.80	$590.00	$47,200.00	$342.00	$27,360.00
18	Concrete Slope Pavement	66.0	SY	$1,197.00	$79,002.00	$67.50	$4,455.00	$65.00	$4,290.00	$250.00	$16,500.00	$95.80	$6,322.80	$53.65	$3,540.90	$194.00	$12,804.00
19	Premanufactured Bridge	2.0	LS	$66,200.00	$132,400.00	$76,338.00	$152,676.00	$99,350.00	$198,700.00	$65,000.00	$130,000.00	$162,681.25	$325,362.50	$62,540.00	$125,080.00	$100,200.00	$200,400.00
	STRUCTURE ITEMS SUBTOTAL				**$343,801.54**		**$257,325.90**		**$324,700.74**		**$269,820.90**		**$498,000.89**		**$355,239.48**		**$388,717.54**
	SIGNING AND MARKING ITEMS																
20	Painted Pavement Markings 6" White	0.083	NM	$2,033.00	$168.74	$12,000.00	$996.00	$10,350.00	$859.05	$35,000.00	$2,905.00	$6,875.00	$570.63	$28,433.74	$2,360.00	$27,000.00	$2,241.00
21	Painted Pavement Markings 6" Yellow	0.023	NM	$2,033.00	$46.76	$12,000.00	$276.00	$10,350.00	$238.05	$35,000.00	$805.00	$6,875.00	$158.13	$102,608.70	$2,360.00	$38,000.00	$874.00
22	Painted Pavement Markings 6" 3-9 skip	0.036	NM	$510.00	$18.36	$5,000.00	$180.00	$10,350.00	$372.60	$35,000.00	$1,260.00	$6,875.00	$247.50	$65,555.55	$2,360.00	$38,000.00	$1,368.00
	SIGNING & MARKING ITEMS SUBTOTAL				**$233.86**		**$1,452.00**		**$1,469.70**		**$4,970.00**		**$976.25**		**$7,080.00**		**$4,483.00**
	TOTAL COST				$395,543.30	LOW BIDDER	$326,304.50		$432,950.66	LOCAL VENDOR	$384,515.40		$595,857.79		$530,023.84		$501,406.14
					NON RESPONSIVE		NON RESPONSIVE		LOWEST RESPONSIVE BIDDER RECOMMENDED VENDOR		NON RESPONSIVE		RESPONSIVE		RESPONSIVE		NON RESPONSIVE