

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director 

Date: August 23, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A FIRST OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COUNTRY BILL'S LAWN MAINTENANCE, INC., FOR THE PROVISION OF LAWN, LANDSCAPING, AND IRRIGATION MAINTENANCE SERVICES, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NO. 16-12-13 LAWN MAINTENANCE SERVICES, AT A COST NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) FOR A PERIOD OF ONE (1) YEAR; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Mayor and City Council authorize the City Manager to exercise the first option to renew the agreement with Country Bill's Lawn Maintenance, Inc. ("Country Bill") for an additional year to continue providing the City with lawn, landscaping and irrigation maintenance services throughout the City, including public rights-of-way, at a not-to-exceed amount of \$250,000.

BACKGROUND

On February 20, 2013, the City issued Invitation For Bid (IFB) No. 16-12-13 soliciting bids to provide the City with "Lawn Maintenance Services" at various locations throughout the City and received a total of eleven (11) proposals in response to the solicitation. Following review and evaluation of the proposals, Country Bill was selected and awarded a contract commencing on September 1, 2013, for an initial three-year term, scheduled to end on August 31, 2016.

In order to ensure that the City continues to have the resources available to perform the necessary lawn maintenance services, staff recommends that Mayor and City Council exercise the option to renew the first of two (2) one-year renewal options for this contract. The renewal period runs from September 1, 2016 through August 31, 2017. All other terms and conditions shall remain the same.

This renewal has been reviewed and approved for legal sufficiency by the City Attorney's Office.

FUNDING SOURCE

This contract will be funded by the City's General and Transportation Funds.

ATTACHMENTS

Resolution

IFB No. 16-12-13 Lawn Maintenance Services

Country Bill's Lawn Maintenance, Inc. – Executed Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A FIRST OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COUNTRY BILL'S LAWN MAINTENANCE, INC., FOR THE PROVISION OF LAWN, LANDSCAPING, AND IRRIGATION MAINTENANCE SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID NO. 16-12-13 LAWN MAINTENANCE SERVICES, AT A COST NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) FOR A PERIOD OF ONE (1) YEAR; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on February 20, 2013, the City of North Miami ("City") advertised *Invitation for Bid No. 16-12-13 Lawn Maintenance Services* ("IFB"), for the purpose of obtaining sealed bids from licensed, experienced and insured contractors to provide the City with the labor, materials, equipment, and services necessary for the maintenance of lawns, perennials, shrubs, and trees, watering, pruning, weeding, replacement plantings, trash and leaf removal, at various locations throughout the City, in accordance with the terms, conditions and specifications contained in the IFB (collectively referred to herein as "Services"); and

WHEREAS, in response to the IFB, Country Bill's Lawn Maintenance, 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, on August 27, 2013, the Mayor and City Council passed and adopted Resolution No. R-2013-102, approving the selection of Contractor and the execution of an agreement for the provision of Services ("Resolution"); and

WHEREAS, pursuant to the Resolution, the City executed an agreement with Contractor at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per year, for an initial term of three (3) years commencing September 1, 2013 through August 31, 2016 ("Agreement"); and

WHEREAS, in accordance with the IFB, the Agreement may be renewed twice for a period of one (1) year each with the mutual consent of both parties, and with the same pricing, terms, and conditions of the Agreement; and

WHEREAS, City administration needs the continuation of Services throughout the City for the period commencing September 1, 2016 through August 31, 2017 (“First Option”); and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to continue to perform Services pursuant to the terms, conditions and specifications contained in the Agreement; and

WHEREAS, the Mayor and City Council find that the execution of a First Option to renew Agreement with Contractor for the provision of Services serves the public health, safety and welfare of the City and its residents.

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

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute a First Option to renew Professional Services Agreement between the City of North Miami and Country Bill’s Lawn Maintenance, Inc., for the provision of lawn, landscaping, and irrigation maintenance services at various locations throughout the City, in accordance with the terms, conditions and specifications contained in the *Invitation for Bid No. 16-12-13 Lawn Maintenance Services*, at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for a period of one (1) year.

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 _____, 2016.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Alix Desulme
Councilman Scott Galvin
Councilwoman Carol Keys, Esq.
Councilman Philippe Bien-Aime

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)



INVITATION FOR BID

IFB No. 16-12-13

Lawn Maintenance Services

RESPONSES ARE DUE NO LATER THAN

Tuesday, March 12, 2013 at 3:00 PM (Local Time)

AT

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

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

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 16-12-13

Contact Person: Patrick Dulcio

Email: pdulcio@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



INVITATION FOR BID

The City of North Miami, Florida, hereinafter referred to as "City", is hereby requesting sealed Bids from licensed and high performing contractors to provide landscape maintenance services for various locations throughout the City in accordance with all terms, conditions and specifications as stipulated herein.

BID SUBMISSION

Please submit an original Bid, one (1) digital CD or USB Flash Drive and two (2) unbound Bids copy either by mail or hand delivery in response to this Invitation for Bid (IFB). Bids are to be submitted in a sealed envelope bearing the name of the Proposer, and the address as well as the title of the IFB no later than 3:00 P.M. local time **Tuesday, March 12, 2013**, where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and readied. Bids received after this time will not be considered and no time extensions will be permitted. Address your Bid to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids:

IFB # 16-12-13 **LAWN MAINTENANCE**

The City's tentative schedule for this Invitation to Bid is as follows:

Event	Date	Time
Advertisement Date:	Wed February 20, 2013	
Non-Mandatory Pre-Bid Conference:	Wed February 27, 2013	2:00pm
Last Date for Receipt of Written Questions:	Thurs March 07, 2013	12:00pm
Opening of Bids:	Tues March 12, 2013	3:00pm
Evaluation of Bids:	To Be Determine	
City Council Contract Approval Date:	To Be Determine	

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

Copies of this Bid may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 16-12-13 or may be purchased for a non-refundable fee of \$10.00 from the Purchasing Department, 776 N E 125th Street, North Miami, Florida 33161.

PRE-BID CONFERENCE – NON-MANDATORY

A non-mandatory pre-Bid conference will be held on **Wednesday February 27, 2013 at 2:00 PM** at North Miami City Hall 776 N.E. 125th Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this solicitation.

Bidders are requested to bring this solicitation document to the conference, as additional copies will not be available.

FOR INFORMATION

For information on this Invitation for Bid, contact the Purchasing Department, (305) 893-6511 ext. 12131

ACCEPTANCE AND REJECTIONS

The City of North Miami reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that the Bid(s) are issued subject to the City of North Miami Code Section 2-312 prohibiting certain communications with the City as completely specified in General Conditions of the Bid(s).

We look forward to your active participation in this solicitation.

Sincerely,

Patrick Dulcio

Patrick Dulcio,
Purchasing Agent

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All of our forms are fill-in able and can be found on our website at:
<http://northmiamifl.gov/departments/purchasing/forms.aspx>

SECTION 1.0 SCOPE OF WORK

1.1 SCOPE OF WORK

The purpose of this Invitation to Bid is to establish a contract for maintenance of each location within each area listed. It is anticipated that these locations will be serviced completely once every ten (10) calendar days during the period of May 1st through August 31st and every fifteen (15) calendar days during the period of September 1st through April 30th. No changes to this schedule will be permitted without prior written approval from the City of North Miami.

All labor, materials and equipment necessary to perform the work required for the maintenance of groundcovers, perennials, shrubs and trees shall be provided by the successful Bidder. This maintenance shall include but not be limited to application of fertilizers, herbicides and pesticides, watering, pruning, weeding, deadheading, replacement plantings, loose trash removal, leaf removal, spring and fall cleanup.

The City of North Miami, in its sole discretion, may require the award Bidder to maintain additional areas within the City at a unit cost comparable to those properties under contract. Said properties may be roadway right-of-way (including median and swales), parks, vacant property, and City facilities' grounds.

1.2 SERVICE LOCATIONS

Accompanying these specifications are lists of locations defining areas to be maintained under the base Bid. By submitting a Bid, the Bid certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a Bid. The City reserves the right to remove specific locations on a temporary or permanent basis, as deemed appropriate.

1.3 PAYMENT

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

1.4 GENERAL WORK PERFORMED - MOWING & BLOWING:

1.4.1 Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Bidder shall rake, vacuum, or otherwise remove all litter, trash and all other debris accumulated from grounds immediately prior to mowing. All grass shall be mowed to a height of two inches (2"). Immediately following each mowing all grass clippings are to be raked and removed at Bidder's expense from all mowed area and areas adjacent to those mowed, to include but not limited to: walkways, curbs, driveways, swales, roadways, beds, buildings, fences, etc.

1.4.2 Blowing of grass clippings to the point of excess is prohibited. Any grass line or pile of grass clippings greater than two inches (2") wide by one inch (1") high must be raked and the total accumulation removed from the job site. Blowing of grass clipping or other debris onto adjacent private property is prohibited.

- 1.4.3 Rotary mowers will be used to mow all grass. All mower blades shall be straight and level and be sharp enough to cut, rather than to tear grass blades.
- 1.4.4 Mowing shall be done carefully so as not to damage the trunks or bark of trees or shrubs, intrude into ground cover beds, damaged sodded berms, or cause damage to sprinkler heads, valves, manifolds, curbs or other facilities.
- 1.4.5 Mowing will not be done when weather or conditions will result in damaged turf. Damaged turf due to rutting, scalping, weed eating etc. shall be replaced immediately at Bidder's expense. Replacement turf shall be of same variety, species and quality of existing turf or better. Replacement turf shall be laid tight and even and level with existing turf and watered for period long enough to establish new turf, in a healthy vigorous condition.

1.5 WEEDING AND EDGING:

- 1.5.1 During each site visit, Contractor shall remove all weeds from planting areas, to include but not limited to: signal and light poles, signs, control boxes, fences, curbs, walkways, building and any other areas where weeds occur. All grass and weeds are to be removed from all sidewalks, curbs and gutters, within and immediately adjacent to mowed area(s).
- 1.5.2 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, and parking areas, walkways, patios, fences, and/or other areas that can be edge will be done before, during or as an immediate operation following mowing. Manual, mechanical or string line edger shall be used to form a neat vertical uniform line in the turf around shrub beds, flower beds, ground cover beds, hedges or around trees and/or tree rings. Edging is required with each mowing.
- 1.5.3 No grass runners shall be left in the landscape bed after edging. Runners must be pulled out manually, not sprayed with herbicide.
- 1.5.4 Dirt and debris produced by edging will be removed completely from site, consistent with Section 3.8.1. Gas blowing is acceptable to the point where the debris material does not produce a visible accumulation at any point.
- 1.5.5 No edging is permitted against any tree or palm trunks.

1.6 PRUNING AND TRIMMING:

- 1.6.1 During each site visit, Contractor shall trim all hedges, bushes, shrubs, and ground cover to the City's designated height and width specifications. All shrubs, bushes, and hedges, etc. within the landscape area location, which may impede traffic visibility must be trimmed to and maintained at a height not to exceed twenty-four inches (24") above the base of the curb. Remove and dispose off-site all shrubs, bushes, and hedge cuttings and clippings from trimming operations on the same day as operations occur. Miscellaneous items such as: dead lily leaves, broken branches, fallen or hanging palm fronds, etc. are to be removed as well.
- 1.6.2 Contractor shall be responsible for pruning all trees up to a height of approximately nine feet (9') including trees extending onto City property from residential or commercial sites. All palms and trees shall be trimmed to a minimum of 9-3 o'clock and maximum of 10-2 o'clock. All tree and palm debris,

limbs and fronds shall be picked up, removed, and disposed off site on the day of service.

- 1.6.3 No trimming shall be performed on Oak Trees. Contractor shall notify the Parks and Recreation Representative upon identifying Oak trees requiring trimming.

1.7 FERTILIZING:

1.7.1 Contractor shall fertilize all plants including trees, palms, and turf grass three times per year (April, July and October) with poly-coated 13-13-13 slow release fertilizer plus minors or equal with prior approval of the Parks and Recreation Department. All fertilizer is to be in the original, labeled containers at the time of application. The Contractor shall notify the Parks Representative at least two (2) working days prior to fertilization applications and where applications can be verified.

1.7.2 No fertilizer shall remain on the plant leaves after application.

1.8 PEST CONTROL:

1.8.1 The Contractor will spray or treat lawn areas with granular pesticide (per label recommendations) whenever needed to control chinch bugs, army worm, sodweb worm and fungus. The Contractor will spray grass, shrubbery, bushes, hedges, lilies, flower beds, ground cover, trees and palm trees, etc. whenever needed to control insects, diseases and fungus. The contractor is prohibited from the use of any chemical to retard the growth of or defoliate any grass areas or plant materials.

1.8.2 A chemical dye (Blazon), blue in color mixed at label rate may be required to be added to any liquid herbicide and insecticide applications. The dye will be used for verification of application. Granular pesticides may be used with prior approval from Parks Representative.

1.9 LITTER AND DEBRIS CONTROL:

1.9.1 Litter and debris removal from turf areas, plant beds, curb and gutter, swales, fences and site grounds shall be collected and disposed of during each site visit unless otherwise specified but may be expanded to six (6) times per month as indicated at each location.

1.9.2 Litter and debris to be removed includes but not limited to: paper, cans, bottles, wood, tires, plastic and cardboard, undesirable materials, deposited or blown onto the sites. Palm fronds, tree limbs and plant leaves, grass clippings, etc. shall also be removed during each site visit.

1.9.3 Disposal of litter and debris must be at an offsite location at the Contractor's expense. City dumpsters or other trash collection devices are not to be used.

1.10 APPLICATION OF PESTICIDES & FUNGICIDES:

1.10.1 The Contractor is responsible for meeting all state license and certification requirements pertaining to applications of pesticides and fungicides required under this contract.

END OF SECTION 1

**SECTION 2.0
SPECIAL CONDITIONS**

2.1 PURPOSE

The purpose of this Invitation for Bid is to establish a contract, by means of sealed Bids, for the services of all labor, equipment, materials and expertise as required for the landscaping maintenance for public rights-of-way within the City.

The award Bidder(s) shall provide the management, supervision, and manpower necessary to provide the Lawn Care and Maintenance Services, as detailed in this IFB. All work shall be performed in a professional and workmanlike manner. This contract is for three (3) year with renewal options for two (2) additional, one-year periods taking into account all pricing, terms and conditions remain the same (maximum three-year contract). Services for each facility must be Bid individually on the Bid sheet. One contract will be awarded for all sites. A City Parks and Recreation staff member shall be the Contract Administrator and the point of contact regarding services to be preformed, supplies needed, and invoicing.

The Awarded Bidder will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code. The award Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the award Bidder.

2.2 BIDDER QUALIFICATIONS

In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the Bidder:

- a. is licensed to do business in the state of Florida;
- b. must have completed three (3) similar type projects within the past two years and be able to provide references;
- c. maintains a permanent place of business;
- d. have available the organization and qualified manpower to do the work;
- e. has adequate financial status to meet the financial obligations to perform the work
- f. must be able to perform work on FDOT Right-of-Way

2.3 PROJECTED TIMETABLE

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the IFB process.

Event	Date	Time
Advertisement Date:	Wed February 20, 2013	
Non-Mandatory Pre-Bid Conference:	Wed February 27, 2013	2:00pm
Last Date for Receipt of Written Questions:	Thurs March 07, 2013	12:00pm
Opening of Bids:	Tues March 12, 2013	3:00pm
Evaluation of Bids:	To Be Determine	
City Council Contract Approval Date:	To Be Determine	

2.4 METHOD OF AWARD

City reserves the right to reject any and all Bids received as a result of this IFB. If a Bid is selected it will be the most advantageous regarding price (See "Low Bid" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the City may consider. The City does not intend to award a contract fully on the basis of any response made to the Bid.

The City reserves the right to award to more than one Bidder.

2.5 Low Bid

Award of this Bid may be made to the lowest responsive, responsible Bidder whose Bid, qualifications and references demonstrates to be the most advantageous to the City of North Miami. Low Bid will be determined by response given on the Bid Sheet to the lowest total Bidder or awards may be issued based on the lowest Bid per location. City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to make the award in a manner deemed in the best interest of City.

2.6 COMPLETION TIME TERM OF CONTRACT

The contract shall be for the duration of an initial three (3) year period with two (2) one (1) year options to renew upon mutual agreement of both parties at the same pricing, terms, and conditions as reflected herein. Should Bidder(s) be incapable of renewing pursuant to the same, Bidder(s) shall provide the City ninety (90) days written notice prior to expiration of the contract.

2.7 ADDITIONS/DELETIONS OF FACILITIES

Although this solicitation identifies specific areas to be serviced, it is hereby agreed and understood that additional areas may be added/deleted to/for, this contract at the option of the City.

2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

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

2.9 PRE-BID CONFERENCE - NON-MANDATORY

A **Non-Mandatory** pre-Bid conference will be held on the date cited in the Projected Timetable at North Miami City Hall 776 N.E. 125th Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this solicitation. Bidders are requested to bring this solicitation document to the conference, as additional copies will not be available.

The purpose of the pre-Bid conference is to allow an open forum for discussion and questioning with City staff regarding the IFB with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the IFB. Only written responses to written questions will be considered official, and will be included as part of the IFB as an addendum.

All prospective proposers are strongly encouraged to attend (if applicable), as, unless requested by the department, this will be the only pre-Bid conference for this solicitation.

If this pre-Bid conference is denoted at “mandatory”, prospective proposers must be present in order to submit a Bid response.

2.10 SITE INSPECTION

Prior to submitting the Bid, Bidder is required to visit the site of the proposed work and to become familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.11 INSURANCE

Bidders must submit with their Bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- Worker’s Compensation Insurance – as required by law
- Employer’s Liability Insurance - \$1,000,000 per occurrence
- General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best’s Insurance Guide.

The award Bidder(s) must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.12 INQUIRIES

Direct any inquiries related to this IFB to Patrick Dulcio, Purchasing Agent and submit such questions in writing to pdulcio@northmiamifl.gov or via facsimile (305) 891-1015.

2.13 BID CLARIFICATION

Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, Fax: (305) 891-1015. Bidder(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Bid title/number shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than **Noon (12 PM), Thursday, March 7, 2013.** All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.14 FAILURE TO PERFORM

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

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

The City may thereupon look to the next lowest and responsive and responsible Bidder to complete the work or advertise for Bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Bidder upon his contract. Any excess cost arising therefore over and above the original contract price shall be charged to the Bidder.

2.15 BID/PERFORMANCE/PAYMENT BOND

N/A

2.16 CONTRACTOR PAYMENT:

Payments will be made upon completion and acceptance of each individual order. Contractor must be willing to accept a Purchase Order from the City. No down/partial payments will be made.

Upon completion of the service, and upon verification and approval of the work by an authorized City representative, the award Contractor shall submit an original invoice, in duplicate, on a monthly basis to: The City of North Miami, Accounts Payable Clerk, P.O. Box 619085, North Miami, FL 33261-9085. The invoice shall detail but not be limited to the following information:

- A) Date the work was initiated and completed;
- B) All invoices must contain the contract number and purchase order number.

2.17 LIQUIDATED DAMAGES

If the award Contractor fails to complete the service at each visit and is notified by the city of required corrections, the contractor must make identified corrections within 24 hours of issued notice of deficiency from the city and it is understood that a fine of \$100 will be assessed per consecutive calendar day and will be deducted, as liquidated damages, for each day beyond the specified 24 hour completion time. The City may, in lieu of the above, notify the Contractor to cease work and the City will complete the work. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the Contractor amount due to Contractor, under the contract.

2.18 CONDITIONS OF WORK

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the

Contractor in a manner acceptable to the City of North Miami. Such property shall include but not limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

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

Contractor shall notify the Parks and Recreation Department of any pre-existing damage to tree trunks or limbs before beginning work. Failure to do so shall obligate the Bidder for tree removal, and canopy replacement as per Miami Dade County codes, ordinances and or resolutions.

2.19 PROTECTION

Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

2.20 HOURS OF WORK

Contractor will perform work Monday through Saturday from 8:00 a.m. through 6 p.m. excluding holidays unless prior approval is given by the City. Hours beyond those allotted must be requested in writing and approved by the City of North Miami.

2.21 EMPLOYEES

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

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

Bidder shall assign an "On Duty" supervisor who speaks and reads English.

2.22 WARRANTY OF LANDSCAPE IMPROVEMENTS

The award Contractor will be required to warranty all service performed for a minimum of one (1) year should replacement plant material be installed due to Contractor's negligence or as per request from the City where a price is mutually agreed upon by both parties.

2.23 PERMITS

N/A

2.24 PRODUCT INFORMATION

All Bidders must submit product information on the items they propose to furnish on this Bid if different from products specified. Any Bid not containing this information may be rejected for that reason.

2.25 REFERENCES AND SUB-CONTRACTORS

Each Bid must be accompanied by a list of three (3) references (**See Form A-14**) of similar work, which shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.** It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

Bidders must complete a STATEMENT OF EXPERIENCE OF BIDDERS and complete Form A-6 - Proposer’s Disclosure of Subcontractors and Suppliers” and return with Bid package.

2.26 COMPLETE PROJECT REQUIRED

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

2.27 BID SUBMITTAL / ADDENDUMS

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

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

2.28 LATE BIDS

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

2.29 EXCEPTIONS TO SPECIFICATIONS

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

2.30 BID FORMAT

To be considered a valid Bid, Bidders must provide the original, one (1) CD and one (1) copy of the Bid and Bid Form must be filled in completely in a sealed envelope in the following format:

- Section 1 Bidder’s Qualifications (See Section 2.2)
- Section 2 Required Forms
 - A-1 Public Entity Crimes

- A-2 Non-Collusive Certificate
- A-3 Local Preference Certification
- A-4 Questionnaire
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-14 References

Section 3 Price Bid (See Attachment A)

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

<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

2.31 COMMUNITY BENEFITS PLAN

The Successful Bidder will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code.

The Successful Bidder will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Bidder shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Bidders are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Bidder, as a precondition to the execution of any agreement. The Successful Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

End of Section 2

SECTION III

Attachment A - Bid Form

Contract Forms

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

<http://northmiamifl.gov/departments/purchasing/forms.aspx>

These forms are fill –in forms. Please ensure to include all applicable forms with your Bid. All documents must be signed and notarized as required. Emailed forms will not be accepted.

The following forms are required for this Bid document:

- A-1 Public Entity Crimes
- A-2 Non-Collusive Certificate
- A-3 Local Preference Certification
- A-4 Questionnaire
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-14 References

**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.

LANDSCAPE MAINTENANCE SITES 2013

SECTION ONE (1)				
NO.	SITE	LOCATION & DESCRIPTION	PER SERVICE	28 SERVICES/ YEAR
1.)	GUARDHOUSE	NE 118 ROAD OFF SANS SOUCI BLVD. TO CANAL DRIVE LANDSCAPING ON EAST & WEST SIDES OF GUARDHOUSE. (HEDGES & PLANTERS)		
2.)	5 CANAL ENDS ON CANAL DR.	BETWEEN NE 117 RD. & NE 122 RD.		
3.)	NORTH SWALE OF CANAL DR.	FROM NE 117 RD. TO NE 122 RD., BETWEEN CANAL DR. & CONCRETE WALL.		
4.)	SANS SOUCI BLVD	FROM BISCAYNE BLVD. EAST TO NE 123 ST., INCLUDES 4 TRAFFIC ISLANDS AT NE 123 ST. ALL ISLANDS ON SANS SOUCI BLVD.		
5.)	STREET CLOSURE	NORTH BAYSHORE DR. & CANAL DR.		
6.)	STREET CLOSURE	NE 117 RD. & CANAL DR.		
7.)	STREET CLOSURE	NE 120 RD. & CANAL DR.		
8.)	STREET CLOSURE	NE 122 RD. & CANAL DR. BETWEEN NE 121 RD. & NE 122 RD, ON CANAL DR.		
9.)	4 TRAFFIC CIRCLES	AT THE ENDS OF NE 118 RD., NE 119 RD., NE 120 RD., & NE 121 RD. OFF CANAL DR.		
10.)	BISCAYNE BLVD MEDIANS: SIDEWALKS, CUTOUTS & SWALES	FROM NE 135 ST. TO NE 121 ST. – 7 MEDIANS AND 3 BRICKED ISLANDS AND SIDEWALKS. TWO NORTH MIAMI WELCOME SIGNS AT NE 150 TH STREET & 117 TH STREET ON BISCAYNE BLVD. MAINTAIN HEDGES BELOW LETTERS ON THE SIGN. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO SIGN DUE TO NEGLIGENCE AND POWER TOOLS. 3 SWALES ONE IN FRONT OF WHOLE FOOD PARKING LOT AT 12100 BISCAYNE BLVD. ONE IN FRONT OF STEVE'S PIZZA AT 12101 BISCAYNE BLVD. ONE IN FRONT OF DENNY'S RESTAURANT AT 12105 BISCAYNE		

		BLVD. ADDITIONAL TRASH PICK-UP 6X'S PER MONTH.		
11.)	NE 123 STREET MEDIANS	EAST OF BISCAYNE BLVD. ADDITIONAL TRASH PICK-UP 6X'S PER MONTH.		
12.)	NORTH BAYSHORE MEDIANS	5 MEDIANS ON NORTH BAYSHORE DR. SOUTH OF NE 123 ST.		
13.)	122 STREET MEDIANS	FROM NE 16 AVENUE TO BISCAYNE BLVD		
14.)	NE 135 ST. MEDIANS	EAST OF BISCAYNE BLVD. – 8 MEDIANS.		
15.)	NE 135 ST. NORTH SWALE	FROM THE LAST MEDIAN ON NE 135 ST. EAST TO FAIRMONT HOUSE APARTMENT BUILDING ENTRANCE. INCLUDING NATURE PRESERVE AREA LANDSCAPING. NO TRIMMING OF THE ZAMIA PUMILA (COONTIE) PLANT.		
16.)	ENCHANTED FOREST PARK (INSIDE)	1725 NE 135 STREET BLOW OFF EAST & WEST TRAILS & ROADS EACH FRIDAY BY 12:00 P.M. (NOON)		
17.)	EMERALD LAKE DRIVE, NE 16 AVENUE SWALE & ARCH CREEK ROAD	EMERALD LAKE DRIVE ENTRANCE NORTH & SOUTH SIDE INCLUDING GRASS AREAS NORTH & SOUTH SIDES TO THE 1ST BUILDING AND INCLUDING THE CUL-DE-SAC AT THE END OF THE STREET; NE 16 TH AVENUE (ON THE EAST SIDE) FROM EMERALD LAKE DRIVE NORTH TO ARCH CREEK ROAD FROM EDGE OF STREET TO FENCE; THREE TRAFFIC ISLANDS INCLUDING SOUTH SIDE OF ARCH CREEK ROAD TO THE END OF THE CHAIN LINK FENCE AND FROM THE STORAGE BUILDING TO THE END OF 135 STREET ALONG RAILROAD TRACKS (BOTH SIDES OF THE ROAD)		
18.)	NE 143 ST. MEDIANS	EAST OF BISCAYNE BLVD. – 2 MEDIANS.		
19.)	NE 151 STREET MEDIAN	2555 NE 151 STREET MEDIANS FROM HIGH SCHOOL TO END OF DAVID LAWERENCE SCHOOL		
20.)	TRAFFIC CIRCLE	NE 9 AVENUE ON NE 139 STREET		
21.)	TRAFFIC CIRCLE	NE 7 AVENUE ON NE 139 STREET		
22.)	NE 143 STREET WALKWAY	NE 7 AVENUE BETWEEN 143 STREET & 144 STREET		
23.)	TRAFFIC CIRCLE	N.E. 143 STREET & N. E. 7TH AVE.		

24.)	TRAFFIC CIRCLE	NE 141 STREET ON NE 11 AVENUE		
25.)	CURBED PLANTER	ONE PLANTER ON NE 142 ST., JUST WEST OF NE 18 AVE.		
26.)	CURBED PLANTERS	TWO PLANTERS NE 143 ST. & NE 16 AVE. (EAST SIDE)		
27.)	CURBED PLANTERS	FOUR PLANTERS NE 142 ST. & NE 16 AVE. (EAST SIDE)		
28.)	CURBED PLANTERS	FOUR PLANTERS ON NE 143 ST. & NE 18 AVE. (WEST SIDE)		
29.)	DOWNTOWN & VICINITY	SIDEWALKS, SIDEWALK CUTOUTS, AND CURBED PLANTERS, ON NORTH AND SOUTH SIDE OF 125 ST. NE 5 AVE TO NE 10 AVE, FROM THE INTERSECTIONS BACK TO THE ALLEYS INCLUDING NE 124TH STREET; 6 PLANTERS FROM NE 7TH AVE. TO THE MOCA PLAZA.		
30.)	DOWNTOWN PARKING LOTS	LOT 1 - NE 6 CT. BETWEEN ALLEY & NE 124 ST. EAST & WEST, LOT 2 - NE 7 AVE. BETWEEN ALLEY & NE 124 ST. EAST & WEST, LOT 3 - NE 8 AVE. LOT 4 - BETWEEN NE 8 AVE. & NE 9 AVE. ON NE 126 ST., LOT 5 - WEST OF NE 7 AVE., ON NE 126 ST. LOT 6 - BETWEEN WEST DIXIE HWY. & NE 7 AVE. ON NE 126 ST.		
31.)	PARKING LOT	NE 8 AVE & NE 132 STREET		
32.)	FREEDOM PARK & SWALE	725 NE 126 STREET		
33.)	GRIFFING BLVD. MEDIANS	FROM NE 131 ST. TO AND INCLUDING 1ST MEDIAN SOUTH OF WEST DIXIE HWY. - 10 MEDIANS.		
34.)	MOTOR POOL @ 1855 NE 143 STREET & SURROUNDING SWALE AREAS	GRASS ISLAND INSIDE MOTOR POOL ADJACENT TO SOUTH GATE ON NE 142 ST. LANDSCAPED ISLAND AT & SURROUNDING SWALE AREAS FROM ENTRANCE TO MOTOR POOL ON NE 143 ST. NORTH SWALE AREA BETWEEN FENCE & PAVEMENT ON NE 143 ST. FROM MOTOR POOL ENTRANCE WEST TO ALLEY, EAST ALONG NORTH SIDE OF NE 142 ST. TO END OF MOTOR POOL PROPERTY.		
35.)	NE 14 AVENUE ON 123 STREET	NE 123 STREET EAST SIDE OF RAILROAD TRACKS ON NORTH SIDE FROM RAILROAD TRACK BACK TO GRASS AREAR AND INCLUDING CURBED PLANTER		
36.)	NE 14 AVENUE MEDIANS	FROM NE 131 STREET TO NE 129 STREET - 3 MEDIANS		

37.)	N. E. 6TH AVE.	125 TH STREET TO 145 TH STREET – 11 ISLANDS. ADDITIONAL TRASH PICK-UP 6X'S PER MONTH.		
38.)	NE 121 MEDIANS	ALL MEDIANS BETWEEN NE 10 AVENUE WEST TO GRIFFING BLVD.		
39.)	NE 127 ST. MEDIANS	FROM NE 4 AVE. TO GRIFFING BLVD. - 2 MEDIANS.		
40.)	NE 129 ST. MEDIANS	FROM NE 6 AVE. TO GRIFFING BLVD. - 4 MEDIANS.		
41.)	NE 14 AVENUE MEDIANS	FROM NE 131 STREET TO NE 129 STREET – 3 MEDIANS		
42.)	ALLEY CLOSURE	NE 135 ST. & NE 14 AVE. (JUST WEST OF NE 14 AVE.)		
43.)	NE 14 AVENUE SWALE @ 125 STREET	FROM 125 STREET NORTH TO 1ST BUSINESS ESTABLISHMENT, FROM EDGE OF PAVEMENT EAST TO & INCLUDING THE GUARDRAIL ON WESTSIDE OF RAILROAD TRACKS		
44.)	NE 143 ST. MEDIANS	EAST OF BISCAYNE BLVD. – 2 MEDIANS.		
45.)	NE 3 AVE. COURTYARDS	3 COURTYARDS ON THE EAST SIDE OF 3 AVE. AT NE 126 ST., NE 128 ST., & NE 130 ST.		
46.)	NE 4 AVENUE MEDIANS	FROM NE 123 STREET TO NE 131 STREET – 8 MEDIANS ADDITIONAL TRASH PICK-UP B/W 123 STREET – 125 STREET 3X /WEEK		
47.)	NE 5 AVE. COURTYARDS	6 COURTYARDS EAST & WEST SIDE OF NE 5 AVE., ON NE 126 ST., NE 128 ST., & NE 130 ST.		
48.)	NE 7 AVE. COURTYARDS	2 ON NE 122 ST. -- EAST & WEST SIDE OF NE 7 AVE.		
49.)	NE 8 AVENUE	FROM NE 125 ST. TO NE 123 ST., SIDEWALK AREAS & LANDSCAPED AREAS EASTSIDE OF NE 8 AVENUE – 2 MEDIANS NE 123 ST. TO NE 121 ST.		
50.)	NE 123 STREET WALL	ALONG NE 123 ST. BETWEEN NE 7 AVE., & 8 AVE. ALONG NORTH WALL		
51.)	NE 124 STREET	WALL ON NE 124 STREET BETWEEN NE 8 AVENUE EAST TO END OF PARKING LOT		
52.)	PARKS OPERATION CENTER SWALE	SOUTH SIDE (OUTSIDE) OF THE COMPLEX @ 12181 NE 13 AVENUE BETWEEN PAVEMENT & FENCE INCLUDING AREA BETWEEN GUARDRAIL AND FEC FENCE ON THE NORTHSIDE OF NE 121 STREET		

53.)	PIONEER BLVD	FROM NE 6 AVENUE TO WEST DIXIE HIGHWAY. ADDITIONAL TRASH PICK-UP 6X'S PER MONTH.		
54.)	RUCKS PARK	(SOUTH SWALE) OUTSIDE OF PROPERTY ON NE 137 TH STREET BETWEEN NE 4 AVENUE & 5 AVENUE AND NE 139 STREET FROM NE 5 AVENUE TO END OF PROPERTY LINE.		
55.)	TRAFFIC CIRCLE	NE 3 AVE. & NE 121 TERRACE.		
56.)	TRIANGLE	GRIFFING BLVD @ NE 125 STREET & NE 3 AVENUE		
57.)	WEST DIXIE HIGHWAY	13 MEDIANS FROM GRIFFING BOULEVARD TO NE 143 STREET ON WEST DIXIE HIGHWAY; WEST DIXIE HWY AT NE 126 STREET 2 ISLANDS ON THE EAST SIDE & 1 ON THE WEST SIDE. AT NE 127 STREET 4 ISLANDS ON THE EAST & 1 ON THE WEST SIDE. AT NE 128 ST 3 ISLANDS ON THE EAST SIDE. AT 129 ST 2 ISLANDS ON THE EAST SIDE & 2 ON THE WEST SIDE. AT NE 130 ST 3 ISLAND ON THE EAST SIDE. AT NE 131 ST 2 ISLANDS ON THE EAST SIDE. AT NE 132 ST 1 ISLAND ON THE WEST SIDE AND 132 ND TRIANGLE BY FOUNTAIN ON EASTSIDE. AT 133 ST 1 ISLAND ON THE EAST SIDE & 3 ON THE WEST SIDE. AT NE 134 ST 1 ISLAND ON THE EAST SIDE & 1 ON THE WEST SIDE. AT NE 135 ST 1 ISLAND ON THE EAST SIDE AND 1 ON THE WEST SIDE. AT NE 136 ST 1 ISLAND ON THE WEST SIDE. AT NE 137 ST 1 ISLAND ON THE EAST SIDE & 4 ON THE WEST SIDE. AT NE 139 ST. 4 ISLANDS ON THE EAST SIDE & 5 ON THE WEST SIDE. AT NE 143 ST 2 ISLANDS ON THE EAST SIDE. AND ALL ISLANDS REQUIRE TRASH REMOVAL INCLUDING CONCRETE & BRICK AT EACH VISIT. ADDITIONAL TRASH PICK-UP 6X'S PER MONTH.		
SUBTOTALS SANS SOUCI ESTATES:			\$	\$

SECTION TWO (2)

SITE	LOCATION & DESCRIPTION	PER SERVICE	28 SERVICES/ YEAR
1.)	BRIDGE #1	FROM NE123 ST. NORTH ALONG GUARDRAIL & FROM NORTH BAYSHORE DR., EAST TO THE FENCE INCLUDING SIGN.	
2.)	BRIDGE #2	ON THE NORTH SIDE OF BRIDGE: SCAEVOLA HEDGE (NORTH EAST SIDE)	
3.)	CANAL ENDS	NORTH BAYSHORE DR. – 3 CANAL ENDS BETWEEN BAYVIEW LANE & ARCH CREEK DR.	
4.)	CANAL ENDS	BISCAYNE BAY DR. – 8 CANAL ENDS FROM NORTH BAYSHORE DR. EAST TO END OF BISCAYNE BAY DR.	
5.)	CANAL ENDS	ARCH CREEK DR. – 4 CANAL ENDS BETWEEN NORTH BAYSHORE DR. & CORONADO DR.	
6.)	CANAL ENDS	KEYSTONE BLVD. – 2 CANAL ENDS BETWEEN PALM RD. & NORTH BAYSHORE DR.	
7.)	CANAL ENDS	IXORA RD. – 9 CANAL ENDS BETWEEN GUARDHOUSE EAST TO THE END OF IXORA RD. CIRCLE	
8.)	KEYSTONE ENTRANCE	KEYSTONE ENTRANCE AT NE 126 ST. FROM BISCAYNE BLVD. EAST TO 18 AVE. INCLUDING PODOCARPUS HEDGE ON THE SOUTH AND PODOCARPUS HEDGE ON THE NORTH SIDE INCLUDING SIDEWALKS, LANDSCAPED MEDIAN & HEDGES ADJACENT TO WALLS, CURBS AND GUTTERS, ETC.	
9.)	TRAFFIC CIRCLE	BAYVIEW LANE CUL-DE-SAC.	
10.)	TRAFFIC CIRCLE	CYPRUS RD. CUL-DE-SAC.	
11.)	TRAFFIC CIRCLE	HICKORY RD. CUL-DE-SAC	

12.)	TRAFFIC CIRCLE	MAPLE RD. CUL-DE-SAC		
13.)	TRAFFIC CIRCLE	KEYSTONE ISLAND DR. & KEYSTONE BLVD.		
14.)	TRAFFIC CIRCLE	KEYSTONE BLVD. & CROTON RD.		
15.)	TRAFFIC CIRCLE	CORONADO LANE CUL-DE-SAC		
16.)	TRAFFIC CIRCLE	ORTEGA LANE CUL-DE-SAC		
17.)	TRAFFIC CIRCLE	CORONADO TERR. CUL-DE-SAC		
18.)	TRAFFIC CIRCLE	CORONADO DR. CUL-DE-SAC		
19.)	TRAFFIC CIRCLE	HIBISCUS CIRCLE CUL-DE-SAC.		
20.)	TRAFFIC CIRCLE	IXORA CIRCLE CUL-DE-SAC.		
21.)	TRAFFIC CIRCLE	AURALIA RD. CUL-DE-SAC.		
22.)	TRAFFIC TRIANGLE	NORTH BAYSHORE DR. & KEYSTONE BLVD.		
23.)	TRAFFIC TRIANGLE	NORTH BAYSHORE DR. & KEYSTONE ROAD.		
24.)	TRAFFIC TRIANGLE	PALM RD. & ALAMANDA DRIVE.		

25.)	TRAFFIC TRIANGLE	BISCAYNE BAY DR. & BISCAYNE BAY DRIVE.		
26.)	NORTH MIAMI INFORMATION SIGN	WEST SIDE OF I-95 ON NW 128 TH STREET - SIGN IS ENCLOSED BY A FENCE. LANDSCAPING AT BASE OF SIGN AND SURROUNDING GRASS AREA INSIDE FENCE		
27.)	NW 11 AVENUE MEDIANS	FROM NW 127 STREET TO NW 131 STREET – 5 MEDIANS. TRASH PICK-UP AND ADDITIONAL 6X'S PER MONTH		
28.)	NW 119 ST. MEDIANS	BETWEEN NW 7 AVENUE & NW 12 AVENUE - 6 MEDIANS TRASH PICK-UP AND ADDITIONAL 6X'S PER MONTH		
29.)	NW 119 STREET CLOSURES	5 STREET CLOSURES BETWEEN NW 119 ST. & NW 120 ST. ON NW 8 AVE., NW 11 AVE. NW 13 AVE., NW 15 AVE. & NW 16 AVE. TRASH PICK-UP AN ADDITIONAL 6X'S PER MO.		
30.)	NW 125 STREET	ALL INTERSECTIONS FROM NW 7TH AVE. TO NW 16TH AVE.		
31.)	NW 127 STREET MEDIANS	FROM NW 7 AVENUE TO NW 17 AVENUE – 8 MEDIANS		
32.)	NW 17 AVE. ST CLOSURES	11 STREET CLOSURES INCLUDING THE ADJACENT GRASS AREAS FROM NW 135 ST. TO NW 121 ST.		
33.)	NW 6 AVE. SWALE (WEST SIDE)	FROM NW 121 ST. TO NW 131 ST. FROM PAVEMENT EDGE WEST TO D.O.T. FENCE.		
34.)	NW 7 AVE. LANDSCAPE ISLANDS	FROM NW 120 ST. TO NW 122 ST. - 12 ISLANDS EAST AND WEST SIDES FROM NW 124 ST. TO NW 133 ST. - 26 ISLANDS. WEST SIDE ONLY		
35.)	TRAFFIC CIRCLE	NW 121 STREET ON NW 10 AVENUE		
36.)	TRAFFIC CIRCLE	NW 123 STREET ON NW 10 AVENUE		
37.)	TRAFFIC CIRCLE	NW 127 STREET ON NW 10 AVENUE		

38.)	TRAFFIC CIRCLE	NW 131 STREET ON NW 10 AVENUE		
39.)	TRAFFIC CIRCLE	NW 120 STREET ON NW 12 AVENUE		
40.)	TRAFFIC CIRCLE	NW 123 STREET ON NW 12 AVENUE		
41.)	TRAFFIC CIRCLE	NW 127 STREET ON NW 12 AVENUE		
42.)	TRAFFIC CIRCLE	NW 127 STREET ON NW 15 AVENUE		
		SUBTOTALS KEYSTONE POINT:	\$	\$

PUBLIC WORKS

SITE	LOCATION & DESCRIPTION	PER SERVICE	28 SERVICES/ YEAR
1.)	NE 140 STREET TO NE 143 STREET, EAST & WEST OF WEST DIXIE HWY		
2.)	NE 126 STREET & 127 STREET STRIP BETWEEN THE SERVICE STATION AND DOMINO'S PIZZA ON WEST DIXIE HWY		
3.)	6 GUARDRAILS ALONG WEST SIDE OF I-95 FROM NW 120 STREET TO NW 134 STREET		
4.)	6 GUARDRAILS ALONG ARCH CREEK ROAD FROM NE 125 STREET NORTH TO 16 AVENUE		
5.)	GUARDRAIL AT NE 142 STREET AND NE 20 AVENUE		
6.)	SWALE AREAS SOUTH SIDE OF NE 139 STREET FROM NE 11 AVENUE TO WEST DIXIE HWY		
7.)	GRASS AREAS IN THE PUBLIC PARKING LOTS NE 18 AVENUE FROM 143 STREET TO 146 STREET		
8.)	GUARDRAIL AT NE 14 AVENUE FROM 125 STREET TO 126 STREET		
9.)	VACANT LOTS BEHIND JAVAN LUMBER BETWEEN NW 7 AVENUE AND I-95 FROM 127 STREET TO 129 STREET		
10.)	GUARDRAILS – 135 STREET TO NE 16 AVENUE AND NE 15 AVENUE TO NE 125 STREET		
11.)	MAINTENANCE OF 12 STREET CLOSURES		
12.)	CITY PARKING – OUTSIDE PERIMETER – 4 CORNER STRIPES NE 18 AVENUE AND 144 STREET		

13.)		SWALE AREA ALONG THE KEYSTONE WALL (24 VISITS) FROM NE 124 STREET NORTH TO IXORA LANE ON THE EAST SIDE OF 18 AVENUE		
14.)		VACANT LOT ACROSS FROM PENNY SUGARMAN TENNIS COURTS		
15.)		OUTSIDE AND INSIDE THE MOTOR POOL COMPLEX		
16.)		LIFT STATION B: NW 136 STREET & 2 AVENUE		
17.)		LIFT STATION E: NE 143 STREET & 12 AVENUE		
18.)		LIFT STATION G: NE 143 STREET & 15 AVENUE		
19.)		LIFT STATION H: NE 130 STREET & 14 AVENUE		
20.)		LIFT STATION I: NE 124 STREET & 18 AVENUE		
21.)		LIFT STATION: NE 127 STREET & 2 AVENUE		
		SUBTOTALS PUBLIC WORKS:	\$	\$

Location	Per Service	28 Services/Year
SECTION ONE (1)		
SECTION TWO (2)		
PUBLIC WORKS		
Grand Total:	\$	\$

The below individual is authorized to sign on behalf of company submitting the Bid. Bids must be signed by Official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature

Date

Name (Type or Print)

Title (Type or Print)

**BID SUBMITTAL FOR:
16-12-13**

FEIN NO. : ____/____-____/____/____/____/____/____/____

(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://northmiamifl.gov/departments/purchasing/forms.aspx>

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: _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL _____

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

AUTHORIZED SIGNATURE _____ Date _____

PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

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

SECTION 4.0 GENERAL TERMS & CONDITIONS

4.1 CITY OVERVIEW

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

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

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

4.2 DEFINITIONS

The following terms, phrases, words and their derivations shall have the meaning given herein:

- a) **'Award'** means the acceptance of a Bid, offer, or proposal by the City, pursuant to code.
- b) **'Awarded Bidder'** or **'Contractor'** means the Bidder or Bidders that receive any award of contract from the City as a result of this 'Invitation to Bid'
- c) **'Bidder'** means the person firm, entity or organization submitting a Bid in response to this Invitation to Bid.
- d) **'Solicitation'** means an Invitation to Bid, Request for Proposal, Request for Quotation or any document used to obtain Bids and proposals for the purposes of entering into a contract.
- e) **'Work', 'Services', 'Program', 'Project',** or **'Engagement'** to mean all matters and things

that will require to be done by the Awarded Bidder(s) in accordance with the scope of work and all terms and conditions of this Invitation to Bid.

4.3 INVITATION

This Invitation for Bid is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Invitation for Bid represent the City's anticipated needs.

4.4 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

The *Public Entity Crime Affidavit Form, (Form "A-1")* attached to this Invitation for Bid, includes documentation that shall be executed by an individual authorized to bind the Bidder. Any Bidder, or any of its suppliers, subcontractors, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Bidder or any affiliate of the Bidder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

4.5 LOBBYING

All Bidders, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Invitation for Bid. Bidders, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Invitation for Bid (e.g., general information, meetings or introduction, meals, etc.). Any Bid submitted by a

Bidder, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Director or Contract Specialist (identified on the cover page of this Invitation for Bid) shall be the only point of contact for questions and/or clarifications concerning the Invitation for Bid, the selection process and the negotiation and award procedures.

4.6 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Purchasing may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Bid submitted by a Bidder, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Bidders or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Bidder or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

4.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES

Bidders shall contact the contract specialist, identified on the cover page of this Invitation for Bid, for all related inquiries. All Bidders' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

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

800-711-1712 and requesting the corresponding documents number.

4.8 ORAL REPRESENTATION

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

4.9 ADDENDA

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

4.10 CANCELLATION OF THE INVITATION FOR BID

The City reserves the right to cancel this Invitation for Bid and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

4.11 BID PROTEST

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

Any Bidder who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the Bid or proposed

contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Bidder's right to file a protest.

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

4.12 DEVELOPMENT COSTS

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

4.13 TAX EXEMPT STATUS

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

4.14 BID SUBMISSION AND OPENING

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

The City will not accept Bids delivered after the established deadline. If the Bid is delivered after the established deadline, a Bidder shall be deemed non-responsive to the Invitation for Bid requirements.

Receipts of a Bid by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Invitation for Bid. The City will not accept or consider Bids submitted via facsimile transmission. The public is welcome to attend the Bid opening.

4.15 ASSIGNMENT OF BIDS

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

4.16 WITHDRAWAL OF BID

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

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

4.17 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders shall invoke the exemptions to disclosure provided by law, in the Bid, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Bids will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the Bid opening, whichever is earlier.

4.18 REJECTION OF BIDS

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Bid is deemed non-responsive; (3) if the Bidder is deemed non-responsible; or (4) if the Bid contains any materials irregularities. Minor irregularities contained in Bid will be waived by the City. A minor irregularity is a variation from the Invitation for Bid that does not affect the price of the contract nor does it give a Bidder an advantage or benefit not enjoyed by other Bidders and does not adversely impact the City.

4.19 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

This Invitation for Bid is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each Invitation for Bid after the advertisement of said

Invitation for Bid. At the time of imposition of the Cone of Silence, the director of the purchasing department or designee shall provide for public notice of the Cone of Silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular Invitation for Bid shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

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

4.20 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Bidders need not register with the City to present a Bid; however, the selected Bidder(s) must register prior to award of a contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this Invitation for Bid.

4.21 SEALED BIDS:

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

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

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 until 3:00 p.m., local time on date due.

4.22 EXECUTION OF BID:

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

4.23 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 60 days from Bid date unless otherwise specified in Special Conditions.

4.24 MISTAKES:

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

4.25 UNDERWRITERS' LABORATORIES:

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

4.26 BID'S CONDITIONS:

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

4.27 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

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

4.28 EQUIVALENTS:

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

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

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. **Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and must be included with the Bid. No Bids will be considered without this data.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

4.29 NON-CONFORMANCE TO CONTRACT CONDITIONS:

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

4.30 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

4.31 DELIVERY:

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

4.32 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Director, 776 N.E. 125th Street, North Miami, FL 33161, facsimile or email.

4.33 BID OPENING:

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

4.34 INSPECTION, ACCEPTANCE & TITLE:

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

4.35 PAYMENT:

Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. The City of North Miami complies with Florida Statue 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

4.36 DISPUTES:

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

4.37 LEGAL REQUIREMENTS:

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

The individual executing this Bid on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

4.38 PATENTS & ROYALTIES:

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

4.39 OSHA:

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

4.40 SPECIAL CONDITIONS:

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

4.41 ANTI-DISCRIMINATION:

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

4.42 INSURANCE:

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

4.43 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

4.44 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- a) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- b) Failure to begin the work under this Bid within the time specified.
- c) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- d) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.

- e) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the work in accordance with and as required by the contract.
- f) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

4.45 BILLING INSTRUCTIONS:

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

4.46 SUBSTITUTIONS:

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

4.47 FACILITIES:

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

4.48 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid or may visit the City's website to view Bid tabulations at www.northmiamifl.gov or Demand Star at www.demandstar.com

4.49 APPLICABLE LAW AND VENUE:

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

4.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing

Director at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

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

4.51 AWARD OF CONTRACT:

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

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

- E. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- F. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Bid.

4.52 ASSIGNMENT:

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

4.53 LAWS, PERMITS AND REGULATIONS:

The Bidder shall obtain and pay all licenses, permits and inspection fees as may be required; and shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

4.54 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Bidders shall sell these commodities or services certified by the Division to the other State agencies and/or Governmental

Entities in the State of Florida at the agencies' and/or entities option.

4.55 SPOT MARKET PURCHASES:

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

4.56 INCENTIVES/DISINCENTIVES:

The City of North Miami has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

4.57 NON-COLLUSION:

By submitting this Bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

4.58 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this Bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Bid and/or any resulting contract from same. Disqualification of a Bidder does not eliminate this right.

4.59 CONVICT PRODUCED MATERIAL

Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison or;
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993] Item 26. Public Agencies in Competition (e) except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to Bid in competition or to enter into subcontracts with private Bidders.

4.60 PROJECT RECORDS

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of the awarded Bidder which relate in any way to the Project, and to any claim for additional compensation made by the Bidder, and to conduct an audit of the financial and accounting records of the Bidder which relate to the Project and to any claim for additional compensation made by the Bidder. Bidder shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the Bidder shall provide City access to its books and records upon seventy-two (72) hours written notice.

4.61 STANDARDIZED CHANGES

Contract documents shall be modified to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.

4.62 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS

The evaluation of competitive Bids is subject to Section 7-151 of the City Code 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 Bidder shall affirm in writing its compliance with either of the following objective criteria as of the Bid submission date stated in the Invitation for Bid. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid submission, that is appropriate for the goods, services or construction to be purchased; or
- b) 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
- c) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- d) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami.

The preference is applied during the evaluation process. Bids received from local businesses are assigned a preference of ten (10) percent of the total price. **(See Form A-3, A-3a & A-3b)**

4.63 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

4.64 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder(s) shall not incur any additional costs under this contract. The City shall be liable only for reasonable costs incurred by the successful Bidder(s) prior to the notice of termination. The City shall be the sole judge of "reasonable costs".

END OF SECTION 4

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(IFB No. 16-12-13/ Lawn Maintenance Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of October, 2013, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Country Bill’s Lawn Maintenance, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 13363 NE 16th Avenue, North Miami, FL 33161 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on February 20, 2013, the City of North Miami (“City”) advertised *Invitation for Bid No. 16-12-13 Lawn Maintenance Services* (“IFB”), for the purpose of obtaining sealed bids from licensed and insured contractors to provide the City with the labor, materials, equipment, and services necessary for the maintenance of groundcovers, perennials, shrubs, and trees, including the application of fertilizers, herbicides and pesticides, watering, pruning, weeding, replacement plantings, trash and leaf removal, at various locations throughout the City, 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 Mayor and City Council have determined that it is in the City’s best interest to approve the selection of Contractor and authorize the City Manager to execute this Agreement for the provision of Services at various locations throughout the City.

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's *Invitation for Bid No. 16-12-13 Lawn Maintenance Services*, attached hereto by reference;

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

2.1.3 City's Tabulation of Bids in response to IFB, attached hereto as "Exhibit B";

2.1.4 City's list of lowest to highest Bidders, attached hereto as "Exhibit C"; and

2.1.5 Any additional documents which are required to be submitted by Contractor in the provision of Services, 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.

ARTICLE 3 – TERM

3.1 The Parties agree that, subject to authorized adjustments, the Term of this Agreement shall be a period of three (3) years commencing on September 1, 2013, and ending on August 31, 2016.

3.2 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.

3.3 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 Fifty Thousand and 00/100 Dollars (\$250,000.00) for Services, per year.

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 Contractor shall provide all required labor, supervision, materials, equipment, tools and services necessary for the provision of Services at the designated areas, to the City's satisfaction. 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 Services or to minimize any conflict with public operations of the City property.

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

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

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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 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 worksite. 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 worksite 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, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 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: Country Bill's Lawn Maintenance, Inc.
Attn: John Allred
13363 NE 16th Avenue
North Miami, FL 33161
Phone: (305) 785- 0180
Fax: (305) 891-5916

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 The Contractor shall assume full responsibility for any damage to any mangroves, protected lands or areas, or to the owner or occupant of any contiguous land or areas, resulting from the performance of this Agreement.

14.4 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.

14.5 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 - INSURANCE

15.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the minimum 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 herein, 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.

15.2 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 16 - FORCE MAJEURE

16.1 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 17 – COMMUNITY BENEFITS

17.1 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, in the amount of Five Thousand Dollars (\$5,000.00) per year, for the benefit of the local community. This Community Benefits Plan shall be incorporated into and shall become a part of this Agreement.

17.2 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 18 - MISCELLANEOUS PROVISIONS

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

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

18.12 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.

18.13 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.

18.14 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.

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

(The remainder of this page is intentionally left blank)

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

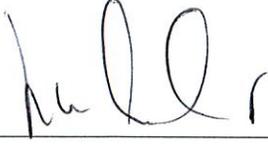
ATTEST:

Country Bill's Lawn Maintenance, Inc., a for-profit Florida Corporation

Corporate Secretary or Witness:

"Contractor":

By: 

By: 

Print Name: Dave McCarty

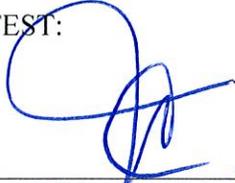
Print Name: John Allred

Date: 8-26-13

Date: 8-26-13

ATTEST:

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

By: 

By:  RY

Michael A. Etienne
City Clerk

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Regine M. Monestime
City Attorney



Contract # 16-12-131FB
Assigned by Purchasing Dept.

Contract Information Form	
Managing Department:	Public Works
Title of Contract:	Country Hills Lawn Maintenance
Type of Contract:	<input type="checkbox"/> Service Agreement (SA) <input type="checkbox"/> Maintenance Agreement (MA) <input type="checkbox"/> Lease Agreement <input type="checkbox"/> Informal Bid (under \$50k) <input type="checkbox"/> Other _____
Start Date: _____	Expiration Date: _____
Number of Renewal Years (if applicable):	
Approved by Council?	<input type="checkbox"/> NO <input type="checkbox"/> YES, Date: _____ <input type="checkbox"/> Not Applicable
Awarded Vendor:	
Address:	
Company Contact Person:	
Phone No. (_____) _____	Email Address: _____
EDEN Vendor No.:	
Contract Value:	\$ _____ Per year
Provide a brief description of the services being provided:	
Provide any special terms and conditions of this contract if applicable:	

All requests must include two (2) original contracts **signed** by the vendor. All vendors must be registered with the City and with the State of FL.

ROUTING PROCESS	DATE	INITIALS/DEPT
Submitted to Purchasing Dept. <small>(For Procurement Review process and for Insurance to City Attorney for Internal work order-IWO)</small>		
Submitted to City Attorney (For Drafting and Finalizing)		
Submitted to Purchasing (For Vendor/Contractor for Signature)	8/28/13	DJ
Submitted to City Attorney (For Signature)	8/28/13	[Signature] CFO
Submitted to Purchasing (For Initial)	9/3	[Signature]
Submitted to City Manager (For Signature)	9/4	
Submitted to City Clerk (For Signature)		
Returned to Purchasing Dept.		
Returned to Originating Dept		
Original to be Filed with City Clerk	9/9/13	DJ

PLEASE ATTACH THIS FORM TO ALL CONTRACTS/AGREEMENTS