



IFB # 01-12-13

**Arch Creek Bike Path & Pedestrian Bridge
Replacement Project**

All work to be performed within the local government Right-of- Way

FEDERAL AID PROJECT

Financial Management Number: **251201-2**

This is a Federal Project and Federal Standards apply

Estimated project value - \$487,531

RESPONSES ARE DUE NO LATER THAN

Tuesday, February 26, 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 at 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 caused 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 # 01-12-13

Contact Person: Ruby Crenshaw-Johnson

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



INVITATION FOR BID

The City of North Miami is seeking qualified general contractors to submit bids for the replacement of two existing single span concrete beam pedestrian bridge structures with two single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path running along NE 135th Street and connecting to the bike path on the FIU Biscayne Bay Campus in the City of North Miami, Florida.

BID SUBMISSION

Please submit an original bid, one (1) CD and three (3) copies in response to this Invitation for Bid (IFB). The 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, February 26, 2013** at which time they will be opened and read in the Council Chambers by the Procurement Director. Bids received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark bids:

IFB No. 01-12-13 **Arch Creek Bike Path & Pedestrian Bridges Replacement**

This is a Federal Project and Federal Standards apply.

A 5% Bid Bond is a requirement of this bid.

A Performance Bond in the amount of 100% is required for this bid.

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

Advertisement Date:	January 8, 2013
Opening of Bids:	February 26, 2013
Cut- off Date for Questions:	February 19, 2013
Bid Review:	February 27 – March 15, 2013
Award / Council Approval:	TBD

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

Copies of this Bid 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. 01-12-13 or may be purchased for a non-refundable fee of \$45.00 for a hard copy or \$5.00 for a CD from the Purchasing Department, 776 N E 125th Street, North Miami, Florida 33161.

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.

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

A business or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Florida Department of Transportation to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency

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,

Ruby C. Johnson

Ruby C. Johnson, CPPO
Procurement Director

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

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- Attachment F - Florida Trench Safety Act
- Attachment G - Certification Regarding Lobbying
- Attachment H - LAP Quick Reference Guide

SECTION 1.0 SCOPE OF WORK

1.1 PURPOSE

The Arch Creek Pedestrian Bridges project involves the replacement of two existing single span concrete beam pedestrian bridge structures with two single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path connecting NE 135th Street to FIU Biscayne Bay Campus in the City of North Miami, Florida. The two proposed bridges are offset from the existing bridges to provide continuity with the recently completed Arch Creek Bike Path project which involved safety improvements and beautification of the existing path system.

1.2 BRIDGES

The proposed pedestrian bridges are comprised of reinforced concrete abutments supported by 24" square pre stressed concrete piles. The abutments are designed to accommodate a single-span pre-manufactured steel truss pedestrian bridge comprised of welded tubular steel with a clear width of 14'-0" and a length of 62'-0".

1.3 FDOT (LAP)

Because this is a Florida Department of Transportation (FDOT) LAP project, the bridges have been designed per FDOT criteria to include the American Association of Highway Transportation Officials (AASHTO) Guide Specifications for the Design of Pedestrian Bridges.

1.4 TRANSPORTATION AREAS

Flared transition areas bordered by pedestrian railings are provided for the pathway leading up to each bridge to improve safety. Additionally, the creek area beneath the bridge and adjacent to the bridge abutments is lined with a rubble riprap slope treatment as a means of scour protection due to the project's coastal location.

1.5 WATERMAIN

This project also includes the removal and disposal of the existing pedestrian bridge structures and the relocation of the City's water main currently supported by the existing bridges. The water main will be relocated to an aerial crossing supported by the new bridges. To meet project aesthetic requirements, the above-ground portions of the water main will be painted to match the color of the painted pedestrian bridge truss. The canal banks in the area of the existing bridges will be redressed to align with the canal bank on either side of the structures to be removed.

1.6 TECHNICAL SPECIFICATIONS

Refer to *Exhibit A for Technical Specification*

1.7 PLANS

Refer to *Exhibit B for Plans*

- End of Section 1 -

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a contract, by means of sealed bids, to furnish all labor, equipment, materials and expertise as required for the replacement of two existing single span concrete beam pedestrian bridge structures with two single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path connecting NE 135th Street and the FIU Biscayne Bay Campus in the City of North Miami, Florida, as specified herein, from a source that will give prompt and efficient service.

All work shall be performed in accordance with applicable Federal, State and Local Regulations including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act), 49 CFR 26, 23 CFR 230, 23 CFR 635.120, 48 CFR 31, 49 CFR 30, 23 CFR 633, and other as applicable. The applicable wage decision governing the project is FL020044.

2.2 BIDDER QUALIFICATIONS

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

- a. Is a licensed general contractor and is licensed to do business in the state of Florida;
- b. must have serviced similar sized or type projects within the past five years and be able to provide references; evidence will consist of listing the type of bridge repair projects for the last five (5) years.
- c. maintains a permanent place of business;
- d. has technical knowledge and practical experience in the type of equipment included in this scope of work;
- e. have available the organization and qualified manpower to do the work;
- f. has adequate financial status to meet the financial obligations to perform the work
- g. must be able to perform work on FDOT Right-of-Way and be able to pull all required permits.

2.3 TERM OF CONTRACT:

A contract shall be executed after award by the City of North Miami, Florida. Bidder(s) shall start the project within ten (10) days after written Notice to Proceed and shall complete the work within ninety (90) consecutive calendar days.

The City seeks a source of supply that will provide accurate and timely service. The awarded Bidder must adhere to a construction schedule.

2.4 METHOD OF AWARD:

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.

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

2.5 PRE-BID CONFERENCE:

Intentionally Omitted.

2.6 PAYMENT:

Payment will be made in accordance with **Attachment "A – Federal Regulations"**. All documentation required by Federal Standards must be completed by the successful Bidder to receive consideration.

Bidder shall provide City copies of all back-up documents with each payment request. Back-up documents shall include but not be limited to: Concrete delivery slips, packing slips for all materials, etc.

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

Bidder shall submit a unit price complete inclusive of all labor, equipment, materials needed to furnish, deliver, erect, install and connect completely all of the material and appliances described herein and in the drawing, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete, and to leave the area(s) in first class condition.

2.7 ADDITIONS/DELETIONS OF FACILITIES:

Although this solicitation identifies specific facilities/areas to be serviced, it is hereby agreed and understood that additional facilities may be added/deleted to/for, this contract at the option of the City. When an addition to the contract is required, successful Bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible Bidder(s) meeting specifications in the best interest 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 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.

2.10 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:

- 2.10.1 Worker's Compensation Insurance – as required by law
- 2.10.2 Employer's Liability Insurance - \$1,000,000 per occurrence
- 2.10.3 General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury
- 2.10.4 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 successful 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.

2.11 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this bid, contact: Ruby Crenshaw-Johnson via facsimile: (305) 891-1015 or email at rcrenshaw@northmiamifl.gov

2.12 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. The bid title/number shall be referenced on all correspondence. All questions must be received no later than **Tuesday, February 19, 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.**

2.13 FAILURE TO PERFORM:

If in the opinion of the City's representative, the Bidder 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 Bidder 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 Bidder to discontinue all work under this Contract. The Bidder 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 there from over and above the original contract price shall be charged to the Bidder.**

2.14 BID/PERFORMANCE/PAYMENT BOND:

All bids must be accompanied by a bid bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, if in the form of a Cashier's Check, of all unsuccessful Bidders will be returned after bid award.

The successful Bidder will be required to furnish to the City of North Miami, a Performance Bond and Payment Bond for 100% of the total bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of North Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Bidder.

2.15 LIQUIDATED DAMAGES

If the successful Bidder(s) fails to complete the work within ninety (90) consecutive calendar days, it is understood that \$350.00 per consecutive calendar day will be deducted, as liquidated damages, for each day beyond the specified completion time. The City may, in lieu of the above, notify the Bidder 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 contract consideration and shall be an obligation of the Bidder.

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

Bidder shall submit to the Public Works 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.

Bidder 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 D.E.R.M. codes, ordinances and or resolutions.

2.17 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.

2.18 HOURS OF WORK:

Bidder will perform work Monday through Friday from 7:30 a.m. to 5:00 p.m., excluding holidays unless prior approval is given by the City. No weekend work is permitted. Hours beyond those allotted must be requested in writing and approved by the City of North Miami.

2.19 EMPLOYEES:

Bidder 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 Bidder shall be considered to be at all times the sole employees of the contractor, under the Bidder's sole direction, and not an employee or agent of the City of North Miami. The Bidder shall supply competent and physically capable employees and the City may require the Bidder 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, writes and reads English.

2.20 WARRANTY:

The successful Bidder will be required to warranty all work performed for a minimum of one (1) year.

2.21 PERMITS:

Bidder shall obtain all necessary permits. As to the City permits, the City will waive its permit fee, but is required to collect the \$.60/\$1,000 Miami-Dade county surcharge fee. Work to be performed is located on a County maintained road and Bidder must obtain permits from the County and other authorities having jurisdiction.

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

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection. Inspection shall be required at the following stages of construction:

- a. Subgrade prep completion
- b. Sidewalk formed prior to pouring concrete
- c. Paving
- d. Final

2.22 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.

2.23 EQUAL PRODUCT, MANUFACTURER’S PRODUCT:

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

2.24 REFERENCES AND SUB-CONTRACTORS:

Each bid must be accompanied by a list of three (3) references 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. (Utilize **Form A-14 References**)

Bidders must complete “**Form A-6 - Proposer’s Disclosure of Subcontractors and Suppliers**”. Forms must be completed and returned with Bid package.

2.25 COMPLETE PROJECT REQUIRED:

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

2.26 BID SUBMITTAL:

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.

2.27 LATE BIDS:

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

2.28 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.

2.29 BID FORMAT:

To be considered a valid bid, Bidders must provide an **ORIGINAL, ONE (1) CD AND THREE (3) COPIES** of the Bid and the Bid Form and 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 Proposer's Certification Form
- A-2 Certificate of Authority
- A-3 Non-Collusive Certificate
- A-4 Questionnaire
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-9 Bid Bond
- A-10 Performance Bond
- A-11 Labor & Materials Payment Bond
- A-14 References

All of our forms are fill-in able and can be found on our website at:

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

Section 3 Federal Documents

Section 4 Price Proposal (See **Section 4** - Bid Form)

2.30 CHANGE ORDERS

After issuance of a purchase order, the successful bidder agrees if any change orders are necessary, the price will not exceed the actual cost plus five percent (5%) overhead and five percent (5%) profit.

2.31 CONVICT PRODUCED MATERIALS

Convict produced materials are prohibited for use on this bid.

2.32 CONSTRUCTION CONTRACT CLAIMS

Construction contract claims must be in compliance with Section 7.5 of FDOT CPAM

2.33 TERMINATION

The City of North Miami, Florida reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

- 2.34 CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP**
Contract purchased equipment for state or local ownership is not allowed in this contract.
- 2.35 INDIAN PREFERENCE ON FEDERAL AID PROJECTS (LABOR & EMPLOYMENT)**
Intentionally Omitted
- 2.36 LOCAL/ LOCAL HIRING PREFERENCE**
The City certifies that no local preference will be used on this bid.
- 2.37 OWNER FORCE ACCOUNT/COST EFFECTIVE JUSTIFICATION**
Owner force account contracting is not allowed on this bid.
- 2.38 PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR**
Public agencies in competition with the private sector are not allowed on this bid.
- 2.39 SOURCE OF SUPPLY-STEEL (FEDERAL AID-CONTRACTS ONLY)**
For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.
- 2.40 EQUIPMENT RENTAL**
In the event that work to be performed involves equipment rental, a schedule of current industry-standard rates will be used. Contractor will be allowed to claim operating costs

which may include items such as fuel, filters, oil, servicing, maintenance, and tire wear and repair.

2.41 AUDITS

The City certifies that audits will be done annually using the criteria outlined in Section 5.04 of the LAP Agreement.

2.42 PUBLICLY OWNED EQUIPMENT

The use of publicly owned equipment is not allowed in this bid.

2.43 SALVAGE CREDITS

The use of salvage credits is not allowed in this contract.

2.44 EQUAL EMPLOYMENT OPPORTUNITY

This project will comply with FDOT Special Provisions related to Executive Order 11246.

2.45 DAVIS BACON WAGE REQUIREMENT (See Attachment C)

The contractors must pay Davis-Bacon predetermined wage rates to all covered workers on Federal-aid projects that are located on a Federal-aid highway. The Davis Bacon requirements do not apply to force account work performed by highway agency forces. The applicability of Davis-Bacon to a transportation enhancement project depends on the relationship or linkage to a Federal-aid highway. If a project is “linked” to a Federal-aid highway based on proximity or impact (i.e. without the Federal-aid highway the project would not exist), then the Davis-Bacon requirements apply. If the project is not “linked” to a particular Federal-aid highway and is eligible based solely on 525-010-300 January 2007 Local Agency Program Manual Revised: May 22, 2009 Local Advertising and Award Procedures Local Advertising and Award Procedures Chapter 22-4 function (i.e. a transportation facility, such as an independent bike path, the restoration of a railroad station, etc.), then the Davis Bacon requirements do not apply. However, the Davis-Bacon requirements apply to all projects that are physically located within the existing right-of-way of a Federal-aid highway, regardless of the transportation enhancement characteristics.

2.46 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY (REV 6-13-11) (FA 6-16-11) (8-11)

The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

- END OF SECTION 2 -

SECTION 3.0 CONTRACT FORMS

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

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

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:

Required Forms

- A-1 Public Entity Crimes Affidavit**
- A-2 Non-Collusive Certificate**
- A-4 Questionnaire**
- A-5 Acknowledgement of Addenda**
- A-6 Proposer’s Disclosure of Subcontractors and Suppliers**
- A-7 Insurance Requirements**
- A-9 Bid Bond**
- A-10 Performance Bond**
- A-11 Labor & Materials Payment Bond**
- A-14 References**

**SECTION 4.0
BID FORM**

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

Item No.	ITEM	ESTIMATED QTY	UNIT	UNIT COST	Extended Price
ROADWAY ITEMS					
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
110-1-1	Clearing & Grubbing	1	LS		
120-1	Excavation, Regular	274	CY		
120-6	Embankment	239	CY		
160-4	Stabilization, Type B (12") (LBR 40)	624	SY		
285-704	Base Optional (Base Group 04) (Lime rock LBR 100)	9,732	SY		
327-70-19	Milling Existing Asphaltic Concrete	9,732	SY		
331-1-2	Type S-III Asphaltic Concrete	573	TN		
519-78	Bollards (Removable)	18	EA		
520-2-4	Concrete Curb (Type D)	140	LF		
570-1-2	Performance Turf (SOD)	622	SY		
ROADWAY ITEMS SUBTOTAL					
SIGNING AND MARKING ITEMS					
700-20-11	Sign Single Post (Less than 12 SF)	41	AS		
700-20-40	Sign Single Post (Relocate)	1	EA		
700-20-60	Sign Single Post (Remove)	2	EA		
700-48-18	Sign Panels (F & I) (15 or <)	3	EA		
700-48-48	Sign Panels (Relocate) (15 or <)	1	EA		
710-11-121	Painted Pavement Markings (STD) (White) (Solid) 6"	4,960	LF		
710-11-160	Painted Pavement Markings (STD) (White) Message	2	EA		
710-11-170	Painted Pavement Markings (STD) (White) Arrow	6	EA		
710-11-221	Painted Pavement Markings (STD) (Yellow) (Solid) 6"	104	LF		

710-11-231	Painted Pavement Markings (STD) (Yellow) (3' – 9' Skip) 6"	0.4	GM		
711-11-121	Thermoplastic (STD) (White) (Solid) 6"	9,438	LF		
711-11-124	Thermoplastic (STD) (White) (Solid) 18"	368	LF		
711-11-125	Thermoplastic (STD) (White) (Solid) 24"	29	LF		
711-11-141	Thermoplastic (STD) White (2'-4' Skip) 6"	138	LF		
711-11-160	Thermoplastic (STD) (White) Message	15	EA		
711-11-170	Thermoplastic (STD) (White) Arrow	15	EA		
711-11-221	Thermoplastic (STD) (Yellow) (Solid) 6"	7,961	LF		
711-11-241	Thermoplastic (STD) (Yellow) (6'- 10' Skip) 6"	276	LF		
SIGNING & MARKING ITEMS SUBTOTAL					
TOTAL COST					
ALTERNATIVE A					
MILLING & RESURFACING OF EASTBOUND LANES ON NE 135TH STREET FROM STA 24+77.18 TO STA 65+10.81					
327-70-19	Milling Existing Asphalt Pavement ¾ Average Depth	9,573	SY		
331-1-2	Type 2-III Asphaltic Concrete	489	TN		
ALTERNATIVE A GRAND TOTAL					
ALTERNATIVE B					
REMOVAL OF EXTRA PAVEMENT FROM STA 67+02.38 TO STA 88+32.98 AND SODDING					
110-1-1	Clearing & Grubbing	1	LS		
120-6	Embankment	3,300	CY		
570-1-2	Performance Turf (SOD) (BAHIA)	3,300	SY		
ALTERNATIVE B GRAND TOTAL					

Name: _____ (Please Print)

Offeror Signature

Title:

Date:

**BID SUBMITTAL FOR:
01-12-13**

FEIN NO. : ___/___-___/___/___/___/___/___/___

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

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

SECTION 5.0 GENERAL TERMS & CONDITIONS

5.1 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 500+ 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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 of 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.

5.6 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.

5.7 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 inquires 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.

5.8 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.

5.9 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.**

5.10 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.

5.11 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

5.12 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.

5.13 TAX EXEMPT STATUS

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

5.14 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.

5.15 ASSIGNMENT OF BIDS

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

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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.

5.22 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.

5.23 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.

5.24 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.

5.25 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.

5.26 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.

5.27 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.

5.28 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.

5.29 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.

5.30 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.

5.31 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.

5.32 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.

5.33 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.

5.34 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.

5.35 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.

5.36 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.

5.37 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.

5.38 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.

5.39 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.

5.40 SPECIAL CONDITIONS:

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

5.41 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.

5.42 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.

5.43 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.

5.44 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.

5.45 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.

5.46 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.

5.47 FACILITIES:

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

5.48 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

5.49 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.

5.50 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.

5.51 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.

5.52 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.

5.53 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.

5.54 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.

5.55 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.

5.56 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.

5.57 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).

5.58 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.

5.59 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.

5.60 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.

5.61 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.

5.62 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".

5.63 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.

5.64 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.

5.65 AUDIT RIGHTS

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by contractor, and to conduct an audit of the financial and accounting records of contractor which relate to the Project and to any claim for additional compensation made by contractor. Contractor 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, Contractor shall provide City access to its books and records upon seventy-two (72) hours written notice.

5.66 FOREIGN CONTRACTOR AND SUPPLIER RESTRICTIONS

When necessary to conform to Federal requirements, Contractor shall use the FDOT supplemental specifications 6-12.2.

PUBLIC AGENCIES AND COMPETITION WITH THE PRIVATE SECTOR

Not allowed under 23 CFR 635.112(e).

5.67 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.

American Recover and Reinvestment Act of 2009 (ARRA) Job Reports

**LAWS TO BE OBSERVED
(REV 3-3-09) (7-09)**

ARTICLE 7-1 (Pages 60 and 61) is expanded by the following:

7-1.1.1 Compliance with Recovery and Reinvestment Act of 2009

This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act of 2009. There will be federal reporting requirement, such as monthly reports on the number of jobs created and the number of jobs retained by the project for both the contractor and subcontractors, which the Contractor will have to satisfy. The exact nature and extend of the reporting requirements are unknown at this time. When the reporting requirements are known, the Contractor will be required to provide the information on a form provided by the Department.

END OF SECTION 5