INVITATION FOR BID

City-Wide Sidewalk Replacement & New Installation Project IFB No. 36-06-15

PRE-SOLICITATION CONFERENCE

INTENTIONALLY OMITTED

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, AUGUST 10TH, 2015 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME

WEDNESDAY, AUGUST 26TH, 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 Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation 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. 36-06-15**

Contact Person: Shannon Graham, Purchasing Manager
Email: purchasing@northmiamifl.gov I Phone: (305) 895-9886

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Bids from qualified, experienced and insured Contractors to provide all the necessary expertise, labor and materials to replace and install and/or repair sidewalks ("Project"), as specified throughout this Solicitation.

Please submit one (1) original Bid, two (2) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section**,** where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and read. Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bids to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

"IMPORTANT, SOLICITATION ENCLOSED"

City-Wide Sidewalk Replacement &
New Installation Project
IFB No. 36-06-15

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Tues July 21st, 2015	
Last Date for Receipt of Written Questions:	Monday, August 10th, 2015	12:00pm
Opening of Solicitation:	Wednesday August 26th, 2015	3:00pm
City Council Contract Approval Date:	To Be Determined	

(The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

A 5% Bid Bond **must** be included with Bid submittal and a 100% Performance and Payment Bond is required for submission of Bid, as further specified herein.

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of $25.00 from the Purchasing Department.

ACCEPTANCE AND REJECTIONS

The City Manager 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 Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
Shannon Graham,
Purchasing Manager

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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/departments/purchasing/forms.aspx

A-1 Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes

A-2 Non-Collusive Certificate

A-5 Acknowledgement of Addenda

A-6 Bidder's Disclosure of Subcontractors and Suppliers

A-7 Insurance Requirements

A-9 Bid Bond

A-10 Performance and Payment Bond

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Attachment A Typical Sidewalk Detail

Attachment can be found on the City's website accompanying this Solicitation at:
www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.

c) "City Manager" means the Chief Executive Officer of the City or his designee.

d) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

e) "Contractor" means the Bidder or Respondent that receives an award of Contract or agreement from the City Manager as a result of this Solicitation.

f) "Department" means a department of the City of North Miami, as may be designated herein.

g) "Bid" or "Response" means the documents timely remitted by Bidder or Respondent, in response to this Solicitation.

h) "Bidder" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a Response to this Solicitation.

i) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.

j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.

k) "Solicitation" means this Invitation for Bid (IFB) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) "Work" or "Services" means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Contract Documents to complete the Project.

1.2 SEALED BIDS:

Original copy of 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 by3:00 p.m., local time on date due.

1.3 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.

1.4 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 the Bid shall invalidate the Bid 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 singing 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 submitted to the City Manager.

1.5 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.6 PRICES QUOTES

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). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are 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.

1.7 TAXES:

The City is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 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.

1.9 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.

1.10 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.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City, 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.

1.12 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.

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. Equivalent items offered in the Bid **MUST** be accompanied by complete descriptive technical literature marked to indicate and detail conformance with specifications. **THE DESCRIPTIVE TECHNICAL LITERATURE 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 incomplete and not in compliance with the specifications as listed on the attached form.

1.13 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.

1.14 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.

1.15 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.

1.16 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov.

1.17 AWARDS:

The City Manager reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 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.

1.19 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB 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 Manager, unless loss or damage is the result of gross 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 Manager reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 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.

1.21 DISPUTES:

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

1.22 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.

1.23 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and hold harmless the City 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. 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 the Work.

1.24 OSHA:

The Bidder warrants that the product and Services supplied to the City 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.

1.25 SAFETY PRECAUTIONS:

The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

1.26 SPECIAL CONDITIONS:

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

1.27 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.

1.28 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items listed in the Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will 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 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

1.30 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bonds shall be submitted with the Bid in the amount specified in Supplemental Conditions [not contained in this document]. After acceptance of Bid, the City Manager will notify the successful Bidder to submit performance and payment bonds and certificate of insurance in the amount specified in Supplemental Conditions [not contained in this document].
The successful Bidder will be required to furnish to the City, 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 Statue 28730935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in 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 Manager. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

1.31 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Response package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.32 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City Manager. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.33 LOBBYING

All Respondents, their agents and proposed Sub-consultants or Subcontractors, are hereby placed on notice that the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall not be lobbied either individually or collectively regarding this Solicitation. Respondents, 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 Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential Sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.34 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Director of Procurement 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 Respondent, 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 Respondents 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 Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City Manager. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' 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.

1.36 ORAL REPRESENTATION

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

1.37 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for Response submission), the City Manager 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 Responses. The City Manager may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation 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 downloaded.

1.38 CANCELLATION OF THE SOLICITATION

The City Manager reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following applies:

A) The Contractor is determined by the City Manager to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City Manager. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.

B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.

C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

1.39 PROTEST

If a potential Respondent protests 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 Respondent 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 Clerk, 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 Respondent'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

1.40 CONTRACT

The selected Respondent understands that this Solicitation or the Response shall not constitute a Contract with the City. No Contract is binding or official until Responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City Manager determines to be fair, competitive and reasonable.

1.41 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 Response to this Solicitation. All information in the Response shall be provided at no cost to the City Manager.

1.42 SUBSTITUTIONS:

The City 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.

1.43 TAX EXEMPT STATUS

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

1.44 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.

1.45 RESPONSE SUBMISSION AND OPENING

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

The City Manager will not accept Responses delivered after the established deadline. If the Response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

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

1.46 ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet 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 Manager.

1.47 ASSIGNMENT OF RESPONSE

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

1.48 WITHDRAWAL OF RESPONSE

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

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

1.49 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, 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. Responses will be made available for public inspection at the time the City Manager posts notice of its decision or intended decision concerning Contract awards, or ten (10) days after the Response opening, whichever is earlier.

1.50 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Responses 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 Respondent is deemed non-responsible; or

(4) If the Bid contains any materials irregularities. Minor irregularities contained in Response will be waived by the City Manager. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.51 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Bids on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Bids, the City Manager may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Bid. All oral presentations will be scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.52 FACILITIES:

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

1.53 APPLICABLE LAW AND VENUE:

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

1.54 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 Purchasing Agent at least eight (8) calendar days prior to scheduled Bid opening (May 27, 2015 at 3:00 p.m.), 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 Purchasing Agent. The City Manager shall issue an Informational Addendum if clarification or minimal changes are required. The City Manager shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. The City Manager shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be mailed 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.

1.55 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.56 REVIEW OF BID FOR RESPONSIVENESS

Each Bid will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the IFB. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.57 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this IFB to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Contract negotiations. The City Manager reserves the right to reject all Bids.

1.58 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all Responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Responses received as a result of this Solicitation.

The determination of the criteria and process whereby Responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.59 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

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. 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.
C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City and the successful Bidder.
D) While the City 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 Manager. If the Bidder is in default, the City Manager, through the Purchasing Manager, 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 Manager 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 Manager 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 Solicitation.

F) The City Manager 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 Solicitation.

1.60 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she 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.

1.61 RESPONSE 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 a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.62 LAWS, PERMITS AND REGULATIONS:

The Bidder shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the Work contemplated herein.

1.63 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.64 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items 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.

1.65 FORCE MAJEURE:

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 of 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 numbers 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.

1.66 NON-RESPONSIVE BIDS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Responses, incomplete Responses, indefinite or ambiguous Responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, (also included for Design-Build Projects are those Bids wherein the same Engineer is identified in more than one Bid), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.67 CONE OF SILENCE

This Solicitation is issued pursuant to the City Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. 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 RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offer, 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-solicitation 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 IFB or Bid documents. A copy of all written communications must be filed with the City Clerk.

1.68 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Response a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Response non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City Manager **(See "Form A-6").**

1.69 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(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 IFB.

1.70 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.71 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.72 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL RESPONDENTS

The evaluation of competitive Solicitations is subject to Section 7-151, 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 Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Proposal or Response submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by the City at least one year prior to Bid or Proposal or Response 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 from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or 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

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City Project

to Subcontractor who is physically located within the City (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.73 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.74 COMMUNITY BENEFITS PLAN

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

The Contractor 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 Contractor shall be required to demonstrate and provide to the City Manager 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 Contractor, as a precondition to the execution of any agreement. The Contractor'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.

1.75 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.76 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.77 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.78 LATE SUBMISSIONS

The City Manager will not accept Bids received after opening time and encourages early submittal.

1.79 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the cost proposed will NOT be read aloud. However, properly received Responses will be announced at the Bid Opening. Responses will be opened in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.80 ATTORNEYS' FEES

In the event of any dispute arising under or related to the 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 the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.81 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.82 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.83 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the City Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.84 CONTRACTOR OBLIGATIONS

The 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.

The 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.

1.85 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Bid is to establish a Contract by means of sealed Bids, for the furnishing of all labor, equipment, materials and expertise as required for a Contractor to complete the City-Wide Sidewalk Replacement and New Installation Project in the City of North Miami, as specified herein, from a source that will give prompt and efficient service.

2.2 ADDITIONAL INFORMATION & CLARIFICATION

You may submit questions in writing to be received no later than 12:00 p.m., August 10th, 2015 to: Shannon Graham – Purchasing Manager or Heylicken Espinoza, Purchasing Administration, City of North Miami, 776 NE 125TH Street, North Miami, FL 33161. E-mail: purchasing@northmiamifl.gov. The Contractor is also required to examine carefully the sites and 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.

2.3 SEALED BIDS:

One original and two copies of the completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 on or before 3:00 p.m. local time on August 25th , 2015.

2.4 PRE-BID CONFERENCE

Intentionally Omitted

2.5 TERM OF CONTRACT:

Services shall commence upon an executed Contract and the issuance of a Notice to Proceed (NTP) letter and shall remain in effect until such time as the Project acquired in conjunction with this Solicitation has been completed and accepted by the City's authorized representatives and upon completion of all expressed and/or implied warranty periods.

The Contractor shall provide a Work schedule indicating time for completion from receipt of the NTP. The Work schedule will be reviewed, and if accepted by the City, the Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City in writing. Failure to do so will subject Contractor to Liquidated Damages pursuant to Section 2.11 below.

2.6 OPTION TO RENEW

Intentionally Omitted

2.7 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.

2.8 METHOD OF AWARD

Award of this Solicitation may be made to the lowest responsive, responsible Respondent who's Bid, qualifications and references demonstrates to be the most advantageous to the City. Low Bid will be determined by Response given on the Price Solicitation Form or awards may be issued based on the lowest Bid per Service and/or Product. The City Manager 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.

2.9 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, or its Sub-Contractor(s) have sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.9.1 Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.9.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:

- **Copy of Florida General Contractors License**

2.9.3 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.9.4 Bids shall be accompanied by a Bid Bond on the prescribe form payable to the City in an amount of five percent (5%) of the total Bid as guarantee, that if the Bid is accepted, the Respondent will execute and file the Agreement, Performance and Payment Bonds, and Insurance Certifications, as required by the Contract Documents.

Respondent shall be required to comply with the payment and performance bond requirements of this Solicitation, pursuant to Section 255.05, Florida Statutes, in the event Respondent is selected and awarded a Contract.

2.10 INDEMNIFICATION AND INSURANCE

Respondents must submit with their Responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.10.1 COMMERCIAL GENERAL LIABILITY

With minimum limits of **$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal, advertising injury and medical expense Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.

2.10.2 PROFESSIONAL LIABILITY (Errors and Omissions)

$1 million minimum limit covering any errors or omissions of the Contractor in the performance of professional services. The Self Insured Retention shall not exceed $25,000.

2.10.3 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of $1 Million, covering any auto including non-owned, hired or leased.

2.10.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.11 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME

It is mutually agreed that time shall be an essential part of this Bid, and that in case of the failure on the part of the Contractor to achieve completion of Work within the time specified and agreed upon in the Contract, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be five hundred dollars ($500.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the Contract. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the agreement, or if no money is due, the Contractor agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of five hundred dollars ($500.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement

2.12 CONTACT PERSON:

For any additional information concerning procedures for responding to this Solicitation, Contact Shannon Graham, Purchasing Manager or Heylicken Espinoza, Purchasing Administration via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Invitation for Bid must be submitted in writing by email. The Bid number and Bid title must be included on all correspondence. All Responses to questions or clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

2.13 LOCAL PREFERENCE:

In accordance with the City Code of Ordinances Sec. 7-165, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total Bid price shall be given to a local business. (Form A-3)

2.14 TIE BIDS:

In accordance with the City Code of Ordinances Sec. 7-162, regarding identical tie Bids, preference will be given to local vendors. If none of the vendors are local, a public drawing of lots will be held.

2.15 NON-EXCLUSIVITY CLAUSE:

If a Contract is awarded as a result of this Invitation for Bid, the Contract shall be non-exclusive and shall not in any way preclude the City from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state Contractors.

2.16 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

All Bids shall be accompanied by an offer guaranty/Bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of five percent (5%) of base offer price, payable to the City. Subsequent Contract award shall be conditioned upon the Contractor submitting the stipulated performance and/or payment bond within fifteen (15) calendar days following notice of award, in the form and manner required by the City. Any offer above which is not accompanied by an offer guaranty/Bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the performance and/or payment bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All Respondents shall be entitled to the return of their offer guaranty.

2.17 PERFORMANCE & PAYMENT BOND

The City Manager shall require the Contractor to furnish a Performance and Payment Bond in the amount of 100% of the total Bid Price for bids, with the City as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after notification of the award by the City. The bonds shall be with a surety company authorized to do business in the State of Florida.

2.18 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses 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 Contract.

If at any time the City's representative is of the opinion that the 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 Contract. The Contractor shall immediately respect said notice and stop all Work and cease to have any rights to the possession on the Worksite and shall forfeit the Contract.

The City Manager may thereupon look to the next lowest and responsive and responsible Bidder to complete the Work or re-advertise for Bids and let a Contract for the uncompleted Work in the same manner, and charge the cost thereof to the original

Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.19 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Respondent shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user Department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.19.1 CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

2.19.2 CITY INFORMATION:

- City Purchase Order Number

2.19.3 PRICING INFORMATION:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

2.19.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.19.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, services or property

2.19.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

2.20 COMPLETION TIME:

Completion time of the Project shall be determined at time of work assignment. The City seeks a Contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If, in the opinion of the City's Project Manager, the successful Bidder fails at any time to meet the completion requirements, then the Contract may be cancelled upon written notice.

2.21 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations that would apply to the provision of Services which may include those from the Florida Department of Transportation (FDOT), Florida Building Code, and Miami-Dade County Design Standards.

2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a Worksite, remain open to the public whenever and wherever possible.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City Manager.

In the event Contractor fails to remove all rubbish, debris, materials and waste from the Worksite, the City Manager may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

Contractor shall notify the City Manager in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any Work. Failure to notify the City Manager of any damage shall result in the Contractor's duty to repair the damage at no additional expense to the City.

Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

2.23 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the Project manager.

2.24 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Respondent are found to be defective or do not conform to specifications:

2.24.1 The materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled or

2.24.2 The City Manager may require the Contractor to replace the materials at the Contractor's expense.

2.25 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.25.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Respondent shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City Manager. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Respondent shall remain in force for the full period identified by the Respondent; regardless of whether the Respondent is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Respondent does not constitute a waiver of these warranty provisions.

2.25.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City Manager notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City Manager may;

(a) Place the Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or materials; either through a credit memorandum or through invoicing.

2.26 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Respondent shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City Manager with 45 calendar days to correct deficiencies. The Respondent shall promptly correct these deficiencies, without cost to the City, within 180 calendar days after the City Manager notifies the Respondent of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.27 PROTECTION:

All Work in fulfillment of this Project shall be performed on City property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction 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 prior to the final acceptance of the Work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, and trees.

Contractor shall notify the Public Works Department in writing of the site having pre-existing damage of sidewalks, cubs, façade, adjacent improvements, etc., before beginning Work. Failure to do so shall obligate the Contractor to make repairs per above paragraph.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the Worksite and shall provide the necessary warning devises, signage, 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.

2.28 INSPECTION BY THE CITY

The Respondent is required to conduct on-site inspections at times which are mutually convenient to the Respondent and the City's officials, and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes and general construction techniques. The Contractor shall provide reasonable notice to the City Manager prior to the scheduling of these on-site production inspections.

The City Manager reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent’s offer.

2.29 ACCEPTANCE OF WORK BY THE CITY

The Work to be provided hereunder shall be provided to the City, in full compliance with the specifications and requirements set forth in the Contract. If any portion of the Work is determined to not meet the specifications and requirements in the Contract, either prior to acceptance or upon initial inspection, the Work shall be redone at Contractor’s expense. At the City Manager’s own option, the Contractor shall either provide a direct replacement, or provide a full credit for the returned Work. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City Manager under this clause.

2.30 NOTICE TO PROCEED

The Respondent shall neither commence any Work, nor enter premise Worksite, until Purchase Order is issued and a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received by the respondent from City

Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

2.31 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Respondent shall state in its offer the number of calendar days from the date of the NTP in which it will guarantee to complete the Work, repair, and/or service. A written instruction from an authorized City representative shall constitute sufficient notice to the Respondent to commence Work. Time for completion may be considered a factor in determining the Respondent to whom award will be made, if so stipulated in provision entitled “Method of Award”.

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the Respondent(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Respondent. In these cases, the Respondent shall notify the City Manager of the delays in advance of the original completion date so that a revised completion schedule can be appropriately considered by the City Manager. Should the Respondent(s) to whom the Contract(s) is awarded fail to complete the Work within the number of days as stated in its offer, it is hereby agreed and understood that the City Manager reserves the authority to cancel the Contract with the Respondent and to secure the Services of another Respondent to complete the Work. If the City Manager exercises this authority, the City shall be responsible for reimbursing the Respondent for Work which was completed and found acceptable to the City Manager in accordance with the Contract specifications. The County may, at its option, demand payment from the Respondent, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Respondent. If the incumbent Respondent fails to honor this invoice or credit memo, the City Manager may terminate the Contract for default.

2.32 WORK ACCEPTANCE

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

2.33 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.34 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are

verbally reported to the Respondent by the City's Project Manager, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected Work. If the Respondent fails to correct the Work within the period specified, the City Manager may, at their discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City Manager within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the Work within the period specified in the notice, the City Manager shall place the Respondent in default.

2.35 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Bid the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.36 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.37 HOURS OF WORK:

Contractor will perform Work Monday through Friday, excluding City holidays, from 7:30 a.m. to 4:30 p.m. Any other times would have to be requested in writing from the Public Works Department and approved prior to working outside normal working hours.

2.38 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.39 EMPLOYEES

Bidder shall be responsible for all working personnel to be appropriately dressed in regards to uniform and safety requirements. Personnel must be able to supply proper identification of all times.

All employees of the Contractor shall be considered to be all times the sole employees of the Contractor, under the Contractor’s sole direction, and not an employee or Manager of the City. The Contractor shall supply competent and physically capable

employees and the City Manager 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.

2.40 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

The Contractor shall perform the Work with its own organization, amounting to not less than **seventy (70%)** of the Work performed.

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract.

2.41 REFERENCES:

Each Bid should 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. **Bids may not be considered without this list.** (Contract Form A-14)

2.42 WAIVER OF IRREGULARITIES

The City Manager may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

2.42.1 In no event will any such elections by the City Manager be deemed to be a waiving of the Project criteria.

2.42.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

2.42.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products

2.43 COMPLETE PROJECT REQUIRED

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

2.44 BID SUBMITTAL

All Bids 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 conduct all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Manager.

2.45 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; maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this Scope of Work; have available the organization and qualified manpower to do the Work; has adequate financial status to meet the financial obligations incident to the Work; and serviced similar type, size and complexity of projects. The evidence will consist of listing the type of drainage and sidewalk projects, for the last five (5) years.

2.46 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.

2.47 LATE BIDS

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

2.48 COMPLETE INFORMATION REQUIRED ON BID FORM

All Bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid Bid, the original and two copies the Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

2.49 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative.

2.50 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov. Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title 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 the time and date specified in the Bid Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The City has issued this Solicitation to secure a qualified, licensed and insured Contractor to provide sidewalk replacement & installation Services. Installation should include all labor, materials, Maintenance of Traffic ("MOT"), root pruning, sprinkler/driveway repairs, and restoration of all the areas abutting the new or repaired sidewalks.

3.2 LOCATION

All sidewalk repairs and/or installation will be on an as needed basis within the City.

3.3 NEW SIDE WALK INSTALLATIONS

Install new sidewalks where none are currently present.

3.4 REPLACEMENT SIDEWALK

Replace damaged sidewalks, which may be broken, or uplifted by tree roots.

3.5 WORK LOAD

There are approximately 10,000 linear feet of Work throughout the City.

3.6 CLEARING AND GRUBBING

Take all reasonable precautions to prevent damage outside Project right of way. Clearing and grubbing shall be strictly limited to areas designated in the plans. Construction fencing shall be utilized at property lines as necessary to ensure Work is confined to areas designated for the Work.

Prior to clearing, demolition, or other construction activities, protective barriers shall be constructed, as necessary, and inspected by the City Manager to prevent the destruction or damaging of regulated trees that are located within 15 feet of any construction activity or storage of equipment and materials.

3.6.1 PROTECTION

Protective barriers shall be plainly visible and shall create a continuous boundary around trees or vegetation clusters in order to prevent encroachment by machinery, vehicles or stored materials. Barricades must be at least three feet tall and must be constructed of either wooden corner posts at least two by four inches buried at least one foot deep, with at least two courses of wooden side slats at least one by four inches with colored flagging or colored mesh attached,

or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.

Protective barriers shall be placed as follows:

- At or outside the drip line for all trees.
- At a minimum of two-thirds of the area of the drip line for all other regulated species.
- Where roots greater than one inch in diameter are damaged or exposed, they shall be cut cleanly and re-covered with soil.

Protective barriers shall remain in place and intact until such time as landscape operations begin or construction needs dictate a temporary removal that will not harm the tree.

No building materials, machinery or harmful chemicals shall be placed within protective barriers defined in this section, except short-duration placements of clean fill soil that will not harm the tree. Such short-duration placements shall not exceed 30 days. The original soil grade that existed within the protected areas prior to the placement of such fill shall be restored.

Attachments to trees are prohibited. No attachments or wires other than those of a protective and non-damaging nature shall be attached to any tree.

3.6.2 INSPECTIONS

The City Manager shall conduct periodic inspections of the site before Work begins and/or during clearing, construction and/or post-construction phases in order to ensure compliance with City regulations and with the intent of this IFB.

Ensure that, except as specified otherwise in the Contract Documents, the Contractor takes ownership of, and disposes of all removed materials.

3.6.3 APPROVAL

Approval from the City Manager is required for any deviations from this section.

3.7 MAINTENANCE OF TRAFFIC

The Maintenance of Traffic ("MOT") shall conform to the requirements of the Florida Department of Transportation ("FDOT"). It shall be the duty of the Contractor(s) to ensure that the MOT meets the requirements of the FDOT Standard Index, 600 Series.

The Contractor(s) is to implement the Traffic Control Plan specifically designed for the Project (or an approved Alternate Plan as described in the FDOT Standard Specifications). However, it is not the intent of the Traffic Control Plan in the drawings to show the exact quantity and location of all of the traffic control signs and devices that may be required to accommodate the Contractor's equipment and methods. It is the

Contractor's responsibility to account for any additional traffic control that may be required to meet the standards of safe practices.

The Contractor(s) shall supply whatever MOT is necessary to provide protection to both the workers on the job site and the public utilizing the adjacent public facilities. When the Contractor(s) is working adjacent to the travel lanes, the Contractor shall provide an adequate buffer zone between workers and motor vehicles.

The Contractor(s) shall furnish and set up all MOT equipment and devices. The Contractor shall also be responsible for the maintenance and daily inspection of the MOT.

The Contractor(s) is to provide a Certified Worksite Traffic Supervisor in accordance with FDOT Standard Specifications (Section 102 and 105). The Contractor(s) shall provide the City Manager with a copy of the certification(s) upon request. No Work shall begin until the MOT is set up and satisfactorily inspected by the Worksite Traffic Supervisor.

The Contractor(s) shall submit and obtain an MOT Permit from the City Manager for all traffic control initial set ups or plan changes. Allow a minimum of 14 days for approval of major set ups or plan changes and 7 days for minor set ups or plan changes. No closures will be set up without approval from City Manager.

3.8 EROSION AND SEDIMENT CONTROL

The Contractor(s) is responsible for erosion, sediment, and water turbidity control practices during construction to control on-site erosion/sedimentation and to protect against damage to off-site property. This includes preventing the placement of sediment and the discharge of turbid waters into natural surface waters via stormwater sewer systems or overland flow. The Contractor shall, at a minimum, employ the following practices:

3.8.1 Erosion and sediment control devices shall be installed and inspected by the Contractor, and approved by City staff, before any clearing and grubbing, demolition and/or grading activities commence. Copies of the Contractor's inspection reports and Stormwater Pollution Prevention Plan (SWPPP) shall be available for review on-site at all times.

3.8.2 Erosion, sediment, and turbidity control are the responsibility of the Contractor. These delineated measures are the minimum required, with additional controls to be utilized as needed, dependent upon actual site conditions and construction operation.

3.8.3 The Contractor shall secure the services of Certified Florida Stormwater Erosion and Sedimentation Control Inspector(s) to supervise erosion, sediment, and turbidity control plans to ensure compliance with the Clean Water Act requirements. The Contractor shall provide the Engineer with a copy of the certification(s) prior to the beginning of the Work.

3.8.4 All erosion, sediment and turbidity control measures shall be maintained in working order throughout the construction phase. The Contractor shall inspect and repair as necessary the erosion/sedimentation protection at the end of each

working day. The Contractor will alter or increase the control measure as necessary to meet the control requirements.

3.8.5 Erosion, sediment and turbidity control shall be placed by the Contractor prior to site excavation and shall remain in place until site vegetation, landscaping and construction is complete. All areas to be covered with hydroseed or sod shall have the hydroseed or sod placed as soon as is reasonably possible.

3.8.6 Disturbed areas graded either directly or indirectly toward the stormwater system, natural waterways or offsite shall be protected by covering the exposed area with an impervious fabric, hydroseed, or sod. The protection will be left in place when Work is not directly required in that area.

3.8.7 Sediments, whether caused by rainfall, wind, or the construction processes, which lay on sidewalks, driveways, or roadways within the limits of this Project, must be immediately removed, through mechanical means, manual means or a combination thereof.

3.8.8 All stormwater sewer system inlets shall have sediment inflow prevention facilities in place as per FDOT standards throughout the construction phase.

3.8.9 The discharge of sediment-laden water from newly graded areas directly into waterways is strictly prohibited.

3.9 EARTHWORK

Earthwork materials must be supplied from FDOT approved sources. Identify the borrow pits and/or aggregate sources being used. The Contractor shall provide a proctor density for all backfill materials. If on-site material is to be used in a backfill operation, City inspection staff shall decide where Proctor density samples are to be taken. Backfill compaction shall be density-tested per FDOT specifications by the Contractor, and all proctor and density reports shall be submitted to the City Manager prior to approval for payment. Material used for embankment shall not contain muck, Stumps, roots, brush, vegetable matter, rubbish or other Material that does not compact into a suitable roadbed. Without thick lift approval, lift thickness for embankment must be 6 inches or less, compacted thickness, for the full embankment width. Where thick lifts are demonstrated and approved, maximum lift thickness may not exceed 12 inches compacted thickness.

3.10 STORMWATER SYSTEM

- Structures and pipe shall be manufactured by an FDOT approved source.
- Shop drawings shall be submitted and approved by the City Manager for all structures and pipes.
- All structures and pipe shall be stamped by the manufacturer. City staff shall inspect the condition of all structures and pipes prior to installation.
- City staff shall inspect all structures and pipes prior to backfilling to ensure proper line, grade and joint tolerances.

- The Contractor shall provide a Proctor density for all backfill materials. If on site material is to be used in the backfill operation, City inspection staff shall decide where Proctor density samples are to be taken.

- Backfill compaction shall be density tested per FDOT specifications by the Contractor, and all proctor and density reports shall be submitted to the City Manager prior to approval for payment.

- City staff shall inspect structures before and after inverts are poured.

- City staff shall inspect all retention/detention basins before sodding and/or seeding.

- Contractor to flush out storm water drainage system before completion of Work.

- The Contractor shall provide the City Manager with an as-built survey of the storm water structures, prepared by a registered land surveyor.

3.11 STABILIZED SUBGRADE, TYPE B

After organics are removed and the sub grade material is within two inches (2") of final grade, an inspection shall be performed to evaluate the presence of unsuitable materials or other inconsistencies before mixing. The Contractor shall supply the necessary tools, labor and/or equipment to dig test holes.

After mixing, the sub grade shall be inspected by City staff to determine LBR sample locations and to ensure proper depth and uniformity of mix.

The sub grade shall be inspected for proper grade and densities. Certified LBR and density reports shall be submitted prior to approval for payment.

3.11.1 APPROVAL

Contractor shall provide material from FDOT approved sources and obtain the engineer's approval of the source of supply.

All base delivery tickets shall contain the approved pit/source information, and be available for review on site and submitted to the City Manager prior to approval for payment.

Base inspections shall be performed to ensure proper grade, finish, and densities. If two (2) lifts are required, each lift shall be inspected separately.

Compaction shall be density tested by the Contractor and all density reports shall be submitted to the City Manager prior to approval for payment.

The base shall be inspected once final grade has been established, but prior to paving.

The Contractor shall provide a written paving schedule a minimum of two (2) weeks prior to the start of paving operations.

3.12 ASPHALT CONCRETE

Asphalt mixes shall be FDOT approved and from an FDOT approved supplier. Documentation shall be approved for use on the Project by the City Manager at least 7 days prior to placement.

All asphalt delivery tickets shall contain the approved mix number, and be available for review on site and submitted to the City Manager prior to placement.

For Traffic Levels A, B and C do not permit the amount of RAP material to exceed 50%. When using a PG 76-22 Asphalt binder, limit the amount of RAP to a maximum of 15%.

During the paving operation, the asphalt shall be checked by the Contractor and City staff for proper temperature, compaction and surface texture prior to being approved for payment.

3.12.1 APPROVALS

Concrete mixes shall be FDOT-approved and from an FDOT-approved supplier. Documentation shall be approved for use on the Project by the City Manager at least 7 days prior to placement.

All concrete delivery tickets shall contain the approved mix number, and be available for review on site and submitted to the City Manager prior to approval for payment.

Weather protection shall be available on site during all concrete placement operations

The Contractor shall perform air content, slump temperature, compressive strength cylinders testing as per FDOT spec section 346. Class I concrete-Slump only.

The Contractor shall perform an initial slump test prior to adding water to the mix on the job site or anytime the slump is questioned by City staff.

Water must not be added at the jobsite prior to slump testing and if the test is within target slump range water still must not be added. If slump is between target and tolerance, load can be placed but slump must be adjusted for successive trucks which must be within target: if slump outside tolerance, reject the load.

If jobsite water is added, mix concrete an additional 30 revolutions at mixing speed. The amount of water added and slump test results shall be shown on delivery tickets.

The formwork rough-in for all concrete curb, sidewalks and driveways shall be inspected prior to the pour, and then again after the concrete has been poured in-place.

Curb pads shall be inspected for proper grade and density. The Contractor shall indicate whether the curb pad will be placed by machine (string line) or hand-poured at the time the inspection is requested.

3.13 SIGNING AND MARKING

Traffic Signs shall be fabricated and installed by the Contractor in accordance with appropriate Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards.

Reflective sheeting for traffic signs shall be of High Intensity or greater reflectivity with the exception of STOP Signs. STOP signs shall be of “diamond grade” equivalent prismatic reflectivity or greater.

Traffic signs shall be mounted on a uni-strut square post (or equivalent as approved by the Public Works Department). The sign posts are to be painted; signposts shall be powder coated and painted black to meet federal standard 595B utilizing color # 27038 – black semi-gloss.

3.14 SODDING AND SEEDING

The Contractor is responsible for establishing a growing, healthy turf over all areas designated on the plans. The Contractor is to place sod (St. Augustine) immediately after ground preparation. Maintain turf areas until final acceptance.

The Contractor shall provide sod in accordance with the following:

- Swale areas shall be panned to allow for positive drainage from the sidewalk and street to its longitudinal centerline.

- Sod shall be laid as the sidewalks are repaired or installed. Sod shall be installed within a week of sidewalk installation/repair.

- Place the sod on the prepared surface, with edges in close contact. Do not use sod, which has been cut for more than 48 hours. Place the sod to the edge of all landscape areas as shown in the plans and as shown in the Design Standards: Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, flush with the sod soil surface, at intervals approved by the Engineer.

- Bio barriers shall installed adjacent to existing and proposed trees locations.

- Remove and replace any sod as directed by the Engineer.

Turf establishment by the Contractor shall be in accordance with the following:

- Perform all Work necessary, including watering and fertilizing, to sustain an established turf until final acceptance, at no additional expense to the City. Provide the filling, leveling, and repairing of any washed or eroded areas as may be necessary.

- Provide an established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).

- No bare spots larger than one square foot.
- No continuous streaks running perpendicular to the face of the slope.
- No bare areas comprising more than 1% of any given 1,000 square foot area.
- No deformation of the turf areas caused by mowing or other activities.

3.15 SURVEY (AND AS-BUILTS)

All survey shall be per FDOT standards and procedures and be performed by a Florida licensed Professional Surveyor and Mapper. Survey shall meet the Minimum Technical Standards of the current version of the Florida Administrative Code Chapter 5J-17.

Prior to final acceptance, the Contractor shall provide the Owner with a signed and sealed "AS-BUILT" survey as well as the survey file in AutoCAD format including indicating any modifications during construction.

3.16 SUPPLEMENTAL SPECIFICATIONS

Please see Attachment A for Standard Road Details

3.17 PROJECT COORDINATION

Upon Issuance of a NTP the Contractor will conduct Project coordination meetings every two weeks, or as agreed to by the City Manager, through the duration of the Project. The Contractor will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

END OF SECTION

SECTION 4.0

FORMS

COVER PAGE & CONTACT PERSON INFORMATION

CITY-WIDE SIDEWALK REPLACEMENT & NEW INSTALLATION PROJECT
IFB NO. 36-06-15

Include this sheet as the very first page of your Bid. Please complete the form in its entirety.

Legal Name of Bidder(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

MINIMUM REQUIREMENTS

CITY-WIDE SIDEWALK REPLACEMENT & NEW INSTALLATION PROJECT
IFB NO. 36-06-15

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** ☐
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following: **Certified General Contractor License**	**Attach Copy of Active License(s)** ☐
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

PRICE PROPOSAL FORM

CITY-WIDE SIDEWALK REPLACEMENT &
NEW INSTALLATION PROJECT
IFB NO. 36-06-15

BID SUBMITTAL

DELIVER TO:

City of North Miami
Office of the City Clerk
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

August 26, 2015
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other Contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Department at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or Services described in the accompanying Bid Submittal Requirement.

CITY-WIDE SIDEWALK REPLACEMENT &
NEW INSTALLATION PROJECT
IFB NO. 36-06-15

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Installations/New Sidewalk		
Item No.	**Description**	**Unit Cost**
1.)	Price per linear foot	**$**

Replacement Sidewalk		
Item No.	**Description**	**Unit Cost**
2.)	Price per linear foot	**$**

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

Company Name

Offeror Signature | Date:

Name: (Please Print) | Title:

User Department: Public Works

PLEASE SUBMIT PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

CITY CONTRACT FORM CHECKLIST

CITY-WIDE SIDEWALK REPLACEMENT & NEW INSTALLATION PROJECT
IFB NO. 36-06-15

This checklist is provided for Bidder's convenience only and identifies the sections of this submittal document to be completed and submitted with each Response. Any Bid received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Minimum Requirements	
	Price Proposal Form	
	Response Submittal Checklist	
Tab/Page No.	**Section Two (2) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
☐ Responsive	☐ Non-Responsive	☐ Other: _____
Comment: _____		