WELCOME TO A MEETING OF THE CITY OF OPA-LOCKA CITY COMMISSION APRIL 10, 2019

City Commission

Mayor Matthew A. Pigatt
Vice Mayor Chris Davis
Commissioner Sherelean Bass
Commissioner Alvin Burke
Commissioner Joseph L. Kelley

Appointed Officials

Newall Daughtrey, Acting City Manager
Vincent T. Brown, City Attorney
Joanna Flores, City Clerk

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting.

THANKING YOU VERY MUCH, IN ADVANCE, FOR YOUR COOPERATION

SECTION 2-58 DECORUM: Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members.

City of Opa-locka Ordinance No. 91-12 adopted September 11, 1991 requires all persons appearing in a paid or enumerated representative capacity before the city staff, boards, committees and the City Commission to register with the City Clerk before engaging in lobbying activities. A copy of said ordinance is available in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida.

PURSUANT TO FLORIDA STATUTES, CHAPTER 285.0105: "If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

NEXT CITY COMMISSION MEETING:
APRIL 24, 2019

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CITY OF OPA-LOCKA
"The Great City"

AGENDA
REGULAR COMMISSION MEETING
April 10, 2019
7:00 P.M.
Sherbondy Village Auditorium
215 Perviz Avenue
Opa-locka, FL 33054

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**

7. **APPROVAL OF AGENDA:**

8. **APPROVAL OF MINUTES:**

   Special Commission Meeting Minutes – March 4, 2019

9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**

10. **PUBLIC PRESENTATIONS:**

    1. **Citizens' Independent Transportation Trust**
       re: status of PTP and Smart Plan

11. **CITIZENS' FORUM:**
    (Opportunity for discussion of any concerns – please limit to 3 minutes)

12. **ACTION ITEMS (items from consent agenda pull list):**

13. **ADMINISTRATION:**

CONSENT AGENDA:
Items listed under the Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. All Consent Agenda Resolutions will be read by title.

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE CITY OF NORTH MIAMI BEACH PROFESSIONAL SERVICES AGREEMENT (ITB 2016-04) WITH ARROW ASPHALT & ENGINEERING, FOR TEMPORARY RESTORATION OF NW 38th AVENUE ROADWAY, IN AN AMOUNT NOT TO EXCEED $70,000.00, IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE IMMEDIATE ACTION AND ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC., TO REPAIR THE ROOF AND EXTERMINATE FOR TERMITES AT HISTORIC CITY HALL, IN AN AMOUNT NOT TO EXCEED $32,000.00; IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE MONTHLY UPDATES ALONG WITH THE WATER BILLS ON HOW THE CITY IS ADDRESSING CONCERNS RAISED REGARDING WATER UTILITY BILLING ISSUES AND THE TRANSITION OF THE BILLING SYSTEM TO MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT MONTHLY WORKSHOPS WITH WATER UTILITY CUSTOMERS TO ADDRESS CONCERNS WITH THEIR WATER BILLS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING THE INTERIM CITY MANAGER, NEWALL J. DAUGHTREY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Burke*

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING DARVIN WILLIAMS AS INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Burke*

7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DELETING NEWALL J. DAUGHTREY AS SIGNATORY AND ADDING DARVIN WILLIAMS (INTERIM CITY MANAGER) AS SIGNATORY FOR

ALL CITY FINANCIAL INSTITUTION ACCOUNTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Burke*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARING:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING:

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING:

C. RESOLUTIONS:

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

Commissioner Joseph L. Kelley

a) Recommend a Utility Billing Townhall Meeting (April 15th or 18th @ 6:00 p.m.) in addition to the planned Saturday outreach
b) Propose a City Beautification Day for June 1, 2019 from 9:00 a.m. – 1:00 p.m. Theme: "Take Pride in Opa-locka" Campaign
c) Summer Jobs Initiative

20. OFFICIAL BOARD APPOINTMENTS:

Community Relations, Recreation & Activities Advisory Board
1 At-large appointment

Civil Service Board
1 Individual appointment (Commissioner Burke)

Historic Environmental Preservation Board
8 At-Large Appointments

Fair Housing and Nuisance Abatement Board
1 Individual appointment (Mayor Pigatt)

Planning & Zoning Board of Appeals
1 At-Large appointment

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

A. **Got a Concern?...Commissioner Kelley invites you to Walk in Wednesdays from 9:00 a.m. – 12:00 p.m., Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. NO APPOINTMENT NEEDED!**

B. **Meet Me Monday scheduled for April 8, 2019 has been CANCELED and will resume on May 13, 2019.**

C. **City of Opa-locka Special Planning and Zoning Board Meeting, Tuesday, April 9, 2019 at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

D. **City of Opa-locka Budget Meeting, Wednesday, April 10, 2019 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

E. **You're invited to the City of Opa-locka Mayor and Commission Easter Fellowship and Community Feeding in conjunction with the City of Opa-locka Faith Based Initiative consisting of all local churches on Saturday, April 13, 2019 from 2:30 p.m. – 4:30 p.m., Sherbondy Park Pavilion, 215 Perviz Avenue, Opa-locka, Florida.** *Hosted by Commissioner Joseph L. Kelley and Commissioner Sherelean Bass*

F. **City of Opa-locka Feeding South Florida Food Distribution, Friday, April 19, 2019 at 10:00 a.m., Segal Park, 2331 NW 143rd Street, Opa-locka, Florida (while supplies last). The Florida Department of Motor Vehicles Mobile Unit will be inside the Helen L. Miller Center. Please stop in and take advantage of the convenient services provided to the public.** *Hosted by Commissioner Joseph L. Kelley*

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
"The Great City"

CLERK'S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING
Monday, March 4, 2019
6:00 P.M.
Sherbondy Village Auditorium
215 Perviz Avenue
Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Matthew Pigatt called the meeting to order at 6:00 p.m. on Monday, March 4, 2019 in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Mayor Matthew Pigatt, Vice Mayor Chris Davis, Commissioner Joseph L. Kelley, Commissioner Alvin Burke, and Commissioner Sherelean Bass. Also in attendance were: Acting City Manager Newall Daughtrey, City Attorney Vincent Brown, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Joseph L. Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT:
Agenda Items Only

Mayor Pigatt said that he is removing resolution item 7(f).

Marc Cooper, 6801 SW 75th Terrace, Miami, FL, said the commission should consider that if Mr. Brown is hiring outside attorneys to defend cases for the City, then he is receiving a portion of these funds (around twenty percent). Before the late Commissioner Pinder's accident, he was willing to negotiate the agreement with Mr. Brown and it did not go through. Now three (3) years later, the City is being strong armed into paying this exorbitant settlement. This should not happen.

Audrey Dominguez, 1147 Jann Avenue, Opa-locka, FL, thanked Attorney Stephen Johnson for providing a report at the commission meeting last week regarding the attorney's contract. She asked the mayor if he was going to appoint Mr. Johnson as interim city attorney for the City being that he campaigned on his behalf, is a part of the 100 Black Men of South Florida organization which the mayor is a part of, and also his friend; this is a conflict of interest. If she

was him she would stray away from anyone with ties that would later come back to haunt him. She informed Mr. Johnson that this was nothing personal and simply business.

Dorothy Johnson, 13724 NW 22nd Place, Opa-locka, FL said that she is confused because she thinks she has observed a waste of tax payers dollars form October until now. She said the commission is not practicing what they preach. After a while the league will drop the City as a result of the decisions of the commission.

Eric Redmon, 2766, Opa-locka, FL, said he is confused with the resolution regarding the attorney because there are so many of them. It does not sound like the commission knows what it wants to do. He also said if the commission is going to remove an item from the agenda, they should let the public know beforehand. He came in support of the clerk and would not have made the trip had he known the item regarding her position would be removed.

Shalonda Rivers, 13875 NW 22nd Place, #116, Opa-locka, FL, (inaudible).

6. DISCUSSION ITEMS:

a) Accepting the settlement agreement with The Brown Law Group to be terminated after three (3) months with the release payment being paid in four (4) installments
b) Appointing an Interim City Attorney if a settlement is not reached

Mayor Pigatt said at the last meeting, an independent council was brought in to advise the commission on matters regarding the attorney's contract. Now is a critical time for discussion as the city attorneys contract is set to expire on tomorrow.

Commissioner Kelley said he is concerned with the current attorney's involvement with matters directly related to him. He is also concerned about the settlement that was mentioned at the last meeting and wanted to make that known as there needs to be someone sitting in the attorney's seat if a settlement is not reached.

Mayor Pigatt asked the clerk when items for a special meeting can be submitted to the clerk's office.

City Clerk Flores said there is no time and nothing in the charter or code for a deadline, however, the meeting has to be noticed within twenty four hours of the actual meeting.

7. RESOLUTIONS:

a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE SECOND AMENDED AGREEMENT WITH THE CITY ATTORNEY, THE BROWN LAW GROUP, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt*

The above resolution was read by Attorney Brown.

It was moved by Mayor Pigatt.

The motion died for the lack of a second.

b) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SEVEN MONTH EXTENSION OF THE CURRENT AGREEMENT WITH THE CITY ATTORNEY, THE BROWN LAW GROUP, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt*

The above resolution was read by Attorney Brown.

It was moved by Commissioner Kelley, seconded by Commissioner Burke for discussion.

Commissioner Kelley said he motioned it for clarity on why it has to have a seven month extension.

Attorney Stephen Hunter-Johnson of Lydecker Diaz, 170 NE 159th Street, North Miami, FL, said Section 3 explains what is being asked and that is what was negotiated. It requires three (3) months of actual duties and four (4) months of severance. It provides flexibility with The Brown Law Group and any attorney that may come in.

Commissioner Kelley said the language in the actual resolution is different from what Mr. Johnson is saying now and that is a concern.

Mayor Pigatt said the City is at this point because the previous commission approved a second amendment from The Brown Law Group. On December 12, 2019 the Chief Inspector General sent a letter stating that the second amendment was not approved. Mr. Brown responded by stating that the state response would be considered a breach of contract. An RFP was then put out to hire a city attorney and then the attorney was retained as independent counsel to assist the City; a decision needs to be made tonight.

Attorney Johnson said as long as the City maintains its part of the agreement then there should not be a conflict.

Mayor Pigatt asked Mr. Johnson if the item can be voted on tonight.

Attorney Johnson said, "Yes."

Commissioner Kelley said he still has concerns about the language in the resolution.

Vice Mayor Davis said he supports the item as long as no extra funds are expended.

Commissioner Bass said she hopes they can receive what they need before three months through the RFP.

Commissioner Kelley said he wants the language that was read as a part of the document and he will support it. It will not change any funds, but it will provide clarity.

There being no further discussion, the motion on the resolution passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes

Commissioner Bass	Yes
Mayor Pigatt	Yes

c) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING THE AGREEMENT WITH THE CITY ATTORNEY, THE BROWN LAW GROUP, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt*

This item was withdrawn by the sponsor.

d) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING AN INTERIM CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt*

This item was withdrawn by the sponsor.

e) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INCREASE THE CITY ATTORNEY'S BUDGET BY $90,000.00 IN THE UPCOMING PROPOSED BUDGET AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*

The above resolution was read by Attorney Brown.

It was moved by Commissioner Kelley, seconded by Commissioner Burke for discussion.

Commissioner Kelley said he wanted to clarify that the funds were based on the settlement for the attorney which was not budgeted; monies should be set aside especially in the event of an overlap of attorneys.

Acting Manager Daughtrey agreed that the funds should be made available to cover the current attorney's agreement.

Commissioner Kelley asked that it be included in the budget amendment so there are no issues moving forward.

There being no further discussion, the motion on the resolution passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

f) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INCLUDE $50,000.00 IN THE UPCOMING PROPOSED BUDGET AMENDMENT TO CONDUCT A NATIONAL SEARCH FOR A CITY MANAGER AND A CITY CLERK; PROVIDING FOR

INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt*

This item was removed by the sponsor.

9. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Davis to adjourn the meeting adjourned at 7:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

PUBLIC PRESENTATION

Citizens' Independent Transportation Trust
111 NW 1st Street • Suite 1010
Miami, Florida 33128
T 305-375-1357 F 305-375-4605
Transportation Trust @GoCITT
miamidade.gov/citt

CITT Board Members

Chairperson
Glenn J. Downing, CFP®

First Vice Chairperson
Joseph Curbelo

Second Vice Chairperson
Alfred J. Holzman

Oscar J. Braynon
Evan Fancher
Prakash Kumar
*Anna E. Lightfoot-Ward, Ph.D
Jonathan A. Martinez
* Miles E. Moss, P.E.
Marilyn Smith
Hon. Amy Steele Donner
L. Elijah Stiers, Esq.

Executive Director
Javier A. Betancourt

** Past Chairperson*

March 19, 2019

The Honorable Matthew Pigatt, Mayor
City of Opa-Locka
780 Fisherman Street, Fourth Floor
Opa-Locka, Florida 33054

Dear Mayor Pigatt:

The purpose of this letter is to inform you that the Citizens' Independent Transportation Trust (Trust) is working to visit all of the municipalities within Miami-Dade County over the course of the year to update its officials and citizens on the Trust's efforts to advance the "People's Transportation Plan" (PTP), including the SMART Plan, and also to recognize municipalities' accomplishments with their own share of PTP funds. Many proposed projects, including all of the SMART Plan corridors, directly or indirectly affect most of our municipalities, and your participation in the development and implementation of the PTP and SMART Plan is crucial to their success.

We are requesting that your municipality allocate time at a future Commission/Council meeting to arrange for the Trust to provide a brief presentation on the status of the PTP and SMART Plan. As we continue to focus on the technology, funding partnerships, project delivery systems, first / last mile solutions and an effective municipal and county partnership, a coordinated effort is essential. Your municipality's participation is vital to the success of both plans, and it is imperative that our municipal partners be included in the decision making process to assure a successful transportation and transit program.

Please contact our office in order to schedule a date for the Trust to appear before your elected municipal body. The Trust looks forward to updating your citizens and officials on the exciting plans currently in progress to address the mobility issues facing our community.

As always, your cooperation is greatly appreciated.

Sincerely,

Javier A. Betancourt
Executive Director

cc: Newall J. Daughtrey, Acting City Manager

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE CITY OF NORTH MIAMI BEACH PROFESSIONAL SERVICES AGREEMENT (ITB 2016-04) WITH ARROW ASPHALT & ENGINEERING, FOR TEMPORARY RESTORATION OF NW 38th AVENUE ROADWAY, IN AN AMOUNT NOT TO EXCEED $70,000..00, IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") is in need of temporary roadway restoration of NW 38th Avenue;

WHEREAS, the City of North Miami Beach procured the services of Arrow Asphalt and Engineering, Inc., to provide roadway, asphalt restoration and engineering services pursuant to Invitation to Bid (ITB) No.: 2016-04, on September 20, 2016; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on the City of North Miami Beach so it can benefit from already negotiated rates and enter into an agreement with Arrow Asphalt and Engineering, Inc., for temporary roadway restoration of NW 38th Avenue.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission of the City of Opa-locka hereby authorizes the City Manager to piggyback on the City of North Miami Beach for the temporary roadway restoration of NW 38th Avenue, in an amount not to exceed $70,000.00, and in a form that is acceptable to the City Attorney.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this _____ day of _____, 2019.

_____
Mayor Matthew Pigatt

Attest to:

_____
Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

_____
THE BROWN LAW GROUP, LLC
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Burke:
Commissioner Kelley:
Commissioner Bass:
Vice-Mayor Davis:
Mayor Pigatt:

" THE GREAT CITY "

City of OPA-LOCKA Florida

MEMORANDUM

TO: Newall J. Daughtrey, Acting City Manager

FROM: Airia Austin, Public Works Director

DATE: April 3, 2019

RE: **Northwest 38 Avenue Temporary Restoration**

In-house repairs to Northwest 38 Avenue between Northwest 125 & 132 Streets have failed repeatedly. This has resulted in large craters and undulation of the roadway. The roadway also now has an inverted crown, which exacerbates the flooding condition.

The intent of this temporary repair is to mill the roadway to remove the hills and valleys, install a road base to recreate a crown which in currently not present, a result of continued erosion. After which two one inch lifts of asphalt will be installed.

After the roadway is restored, the Public Works Roads and Streets division will regrade the swale area, removing excessive washout road material that has accumulated over the years. This will promote natural drainage until a designed storm water drainage system can be installed.

City of Opa-Locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
Finance Director:				**FD Signature: Department**			
Acting City Manager:	Newall Daughtrey			**CM Signature:**			
Commission Meeting Date:	*04/10/2019*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						X	X
Funding Source: *Account#:* **75-5356314**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*RFP #* *Piggyback Contract*		
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■				
			Bus. & Economic Dev ☐				
			Public Safety ■				
			Quality of Education ☐				
			Qual. of Life & City Image ■				
			Communication ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

NW 38th Avenue - Temporary Restoration of the Roadway.

Staff Summary:

The purpose of this request is to piggyback existing municipal contract with the City of North Miami Beach, for qualified professional services to achieve the Temporary Restoration of the NW 38th Avenue Roadway. The estimated cost to perform this job will be $69,616.00. The timeframe to complete this project is expected to be two weeks. The temporary repair will enhance driving comfort, and safety.

Proposed Action:

Staff recommends piggybacking existing contract with the City of Miami Beach to access qualified vendors to provide the temporary the restoration to the NW 38th Avenue.

Attachment:

1. Agenda
2. Arrow Asphalt & Engineering, Inc Proposal (CTL# 5436)
3. Existing contract with City of North Miami Beach (ITB 2D16-14 civil Work)

PROPOSAL

CTL#5436

Arrow Asphalt & Engineering, Inc.

3051 N.W. 129 Street Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: February 12, 2019

Client Information
King Leonard
City of Opa Locka
12950 Lejuene Road
Opa Locka, FL 33054
(305) 953-2828 Email: kleonard@opalockafl.gov

Job Site Information
City Street
NW 38th Avenue, Between
125th Street and 131st Street
Opa Locka, FL

We hereby submit specifications and estimates to perform work at the above job site:

C-21 Limerock base, group 4 (6" thick), including grading and compaction. 600 SY @ $12.00 ..... $7,200.00

C-5) Type S-3 Asphaltic pavement (1" thick) machine layed. 3,901 SY @ $8.00. ..... $31,208.00

C-5) Type S-3 Asphaltic pavement (1" thick) machine layed. Additional 1" Thick. 3,901 SY @ $8.00 ..... $31,208.00

Pricing base on: Contract ITB 2D16-14 Civil Work North Miami Beach

Total: $69,616.00

[Add cost of permit to total if required, any additional work will be an extra]

We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of:

Sicty Nine Thousand Six Hundred Sixteen Dollars and 00/100($69,616.00) with 50% deposit, and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature:_____

Date:_____

AUTHORIZED SIGNATURE:

_____
Arrow Asphalt & Engineering, Inc

PROPOSAL CTL#5436

Arrow Asphalt & Engineering, Inc.

3051 N.W. 129 Street Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: February 12, 2019

Client Information
King Leonard
City of Opa Locka
12950 Lejuene Road
Opa Locka, FL 33054
(305) 953-2828 Email: kleonard@opalockafl.gov

Job Site Information
City Street
NW 38th Avenue, Between
125th Street and 131st Street
Opa Locka, FL

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Pricing base on: Contract ITB 2D16-14 Civil Work North Miami Beach

Total: $69,616.00

[Add cost of permit to total if required, any additional work will be an extra]

We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of:

Sicty Nine Thousand Six Hundred Sixteen Dollars and 00/100($69,616.00) with 50% deposit, and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature:_____

Date:_____

AUTHORIZED SIGNATURE:

_____
Arrow Asphalt & Engineering, Inc

AGREEMENT No. 2016-04
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
ARROW ASPHALT & ENGINEERING, INC.

THIS AGREEMENT is made and entered into as of this 20 day of Sept., **2016** by and between **Arrow Asphalt & Engineering, Inc.** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **3051 NW 129th Street Opa Locka, FL 33054** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2016-04,** which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **August 4, 2016,** hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

CAO_____
VENDOR S.C.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on Sept 20, 2016 and expire on Sept. 19, 2019 unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 20 day of September, 2016.

ARROW ASPHALT & ENGINEERING, INC.

By: _____ (Signature)

Name: Shawn O'Toole (Print)

Title: President

Date: 9-17-16

Approved as to form and legal sufficiency: _____ 8/31/16
Jose Smith, City Attorney

Attest: _____
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

CITY OF NORTH MIAMI BEACH

By: _____
Ana M. Garcia, City Manager

Date: 9/20/16

Attest: _____
Pamela L. Latimore, City Clerk

CAO_____
VENDOR S.O.

The City of North Miami Beach

NMB

Now More Beautiful!

Procurement Management Division

Friday, September 16, 2016

SENT VIA E-MAIL

Mr. Shawn O'Toole, President
Arrow Asphalt & Engineering, Inc.
3051 NW 129 St
Opa Locka, FL 33054
arrowasph@aol.com

Re: ITB 2016-04 CIVIL WORKS (ROADWAY, DRAINAGE PROJECTS AND REPAIRS)

Dear Mr. O'Toole:

This is to advise you that the City Council of North Miami Beach Florida, meeting in session on Tuesday, September 6, 2016, authorized the execution of an agreement between the City and your firm as the secondary vendor for the subject project via Resolution R2016-68.

This award was in accordance with the Invitation to Bid, General and Special Conditions, Technical Specifications and Plans, Addenda, attached Agreement and your bid.

Kindly execute the attached agreement, initialing the bottom of each page, and email to Meghan Bennett in the Procurement Division within five business days. Once the fully executed agreement is returned to you, your firm will be required to submit all bonds applicable to this contract in accordance with Section 2.6 of the Bid document to the Procurement Division within ten (10) days).

If you have any questions, please feel free to contact me at (305) 948-2946. We look forward to doing business with your company.

Sincerely,

Meghan Cianelli Bennett, MBA
Purchasing Supervisor
City of North Miami Beach

RESOLUTION NO. R2016-68

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD INVITATION TO BID 2016-04, CIVIL WORKS, ROADWAY, DRAINAGE PROJECTS, REPAIRS, TO MAGGOLC, INC., FOR GROUP A THROUGH H AND ARROW ASPHALT & ENGINEERING, INC., AS SECONDARY VENDOR FOR GROUP A THROUGH H, AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS, AND TO EXECUTE AN AGREEMENT IN THE NOT TO EXCEED AMOUNT OF $1,995,850.00, FOR CIVIL WORKS, ROADWAY, DRAINAGE PROJECTS, AND REPAIR SERVICES.

WHEREAS, the City of North Miami Beach ("City") issued Invitation to Bid (ITB) No. 2016-04 to establish a contract with a qualified and experienced licensed contractors to furnish all labor, equipment, and materials for construction, maintenance and restoration services on an as needed basis for the public right of way, water and sewer infrastructure and appurtenances under a unit price agreement; and

WHEREAS, the agreement will be a three year unit price agreement, with two additional one year renewal periods, that will use various expenditure accounts across Public Services; and

WHEREAS, bid notices were electronically mailed to approximately 1,200 potential and registered vendors, advertised in the Miami Daily Business Review, posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall; and

WHEREAS, the City received three (3) responsive submittals to the Invitation to Bid by the published deadline at 2:00 PM, August 4, 2016,

Bidders	Total Proposed Cost
Maggolc, Inc.	$1,995,850.00
Arrow Asphalt & Engineering, Inc.	$2,032,798.50
Metro Express, Inc.	$2,615,095.00

; and

WHEREAS, after review and evaluation by the Public Works Department and Procurement Management Division of all the bids submitted, Maggolc, Inc., and Arrow Asphalt & Engineering, Inc., were determined to be the lowest over all responsive responsible bidders; and

WHEREAS, after conducting her due diligence, the City Manager concurs with the Department of Public Works and Procurement Management Division's recommendations; and

WHEREAS, the City Council of North Miami Beach desires to award ITB No. 2016-04 and authorizes the City Manager to execute an Agreement (Exhibit "A") between the City of North Miami Beach and Maggolc, Inc., and Arrow Asphalt & Engineering, Inc., for ITB No. 2016-04 for civil works, roadway, drainage projects, and repair services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award ITB No. 2016-04 to Maggolc, Inc. for group A through H and Arrow Asphalt & Engineering, Inc., as secondary vendor for group A through H, in the not to exceed amount of $1,995,850.00.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute the Agreement, in a form acceptable to the City Attorney, between the City and Maggolc, Inc., and Arrow Asphalt & Engineering, Inc., in substantially the attached form (Exhibit "A").

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **6th day** of **September, 2016**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

8/31/16

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION R2016- 68

Exhibit “A”

_____
Company Submitting Bid

INVITATION TO BID

ITB NO:	**2016-04**
TITLE:	**CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)**
ADVERTISEMENT:	**July 6, 2016**
NON-MANDATORY PRE-BID CONFERENCE:	**July 20, 2016 TIME: 2:00 PM** **NORTH MIAMI BEACH CITY HALL COUNCIL CHAMBERS** **17011 NORTH EAST 19th AVENUE,** **2ND FLOOR** **NORTH MIAMI BEACH, FLORIDA 33162**
DUE DATE:	**August 4, 2016 TIME: 2:00 PM**
SUBMIT TO:	**CITY OF NORTH MIAMI BEACH** **PROCUREMENT MANAGEMENT DIVISION** **Attn: JOEL WASSERMAN, CPPO** **17011 NORTH EAST 19th AVENUE,** **ROOM 315** **NORTH MIAMI BEACH, FLORIDA 33162**
REVIEW MEETING:	**August 9, 2016 TIME: 2:00 PM**
COUNCIL APPROVAL:	**August 16, 2016**
BONDS:	**5% BID BOND** **100% PERFORMANCE AND PAYMENT BOND (Per Work Order)**

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CITY OF NORTH MIAMI BEACH
ITB NO. 2016-04
INVITATION TO BID
CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

July 6, 2016

The City of North Miami Beach ("City"), Florida invites qualified contractors to submit bid responses no later than **2:00 PM EST Thursday, August 4, 2016** for **CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)**. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.citynmb.com/purchasing or at DemandStar.com.

The City seeks to establish an as-needed continuing contract with a qualified and experienced General Contractor to perform civil works (roadway and drainage repairs and projects) per plans and specifications (if applicable). Work will include but not be limited to the following under a unit price agreement: Construction, maintenance and restoration services for the public right-of-way, water and sewer infrastructure and appurtenances. Refer to Section 2.2 and 2.3 for Minimum qualifications and license requirements. The selection of the successful Bidder shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all bid responses.

A Non-Mandatory Pre-Bid Conference will be held on Wednesday, July 20, 2016 at 2:00 PM in City Hall Council Chambers, 2nd Floor located at 17011 NE 19th Ave. North Miami Beach, FL 33162. Bidders are encouraged to attend the pre-bid conference. Questions regarding this solicitation shall be submitted in writing to bids@citynmb.com no later than 5:00 PM on Tuesday July 26, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Bidders shall submit **One (1) original complete proposal package, Five (5) duplicate copy of the original and One (1) flash drive or CD-ROM copy**, of the original to the **City of North Miami Beach Procurement Management Division – Attention: Chief Procurement Officer, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above. All packages shall be clearly marked **ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)**. The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be considered and will be deemed non-responsive and not considered for award.**

Bid responses will be publicly opened and firm names read aloud in the City Hall 2nd Floor Council Chambers on the due date/time above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Joel Wasserman, CPPO

Chief Procurement Officer
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation.

Failure to comply with the "Cone of Silence may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section *2-11.1 of Miami Dade County Code.*

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day or Day: Every day shown on the calendar unless otherwise specifically stated.

Completion Time means the number of calendar days specified for the completion of a Project, which may be a single project under a contract or multiple projects where a Work Order establishes the timeframe for completion of each Project.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Council.

Construction Change Directive means a written directive to effect changes to the Work, issued by the Project Manager that may affect the Contract price or time.

Construction Schedule means a schedule of the Work to be performed, as defined and required by the Contract Documents.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules, Shop Drawings, Work Orders, Work Order Proposals, clarifications, directives, payments, and other such documents issued under or relating to the Contract.

Consultant, A/E of Record or Engineer means a firm that has entered into a separate agreement with the City for the provision of design/engineering or construction administration services for a Project

Contract Manager: North Miami Beach's City Manager or her designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City or Owner: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the City of a breach of the Contract Documents, which shall be performed at no cost to the City, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the City identifying the deficiencies and the time to Cure.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Defective Work means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

Design Documents, Plans, Drawings, or Sketch means any construction plans and specifications or graphic

representation.

Inspector means an authorized representative of the City assigned to make necessary inspections of materials furnished by the Contractor and of the Work performed by the Contractor. The City, at is sole discretion may hire a professional consultant to perform the inspections.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Chief Procurement Officer.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans or Drawings: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents or Work Order, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project(s). Multiple departments will be utilizing this Contract and each department will appoint a Project Manager to represent their department.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI shall set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Scope of Service or Specifications: Document which details the work to be performed by the Contractor.

Subcontractor or Sub-consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

Substantial Completion means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance shall not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy shall not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract, including but not limited to all labor, materials, equipment and services, whether or not specifically stated for the Contractor to fulfill its obligations under the Contract Documents.

Work Order means a document issued by the City awarding a specific Project or Project(s) to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the City for Work to be performed on a Project(s).

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get document, specifications and updates go to

www.citynmb.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Council, the City Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at **bids@citynmb.com.**

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.

C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The Bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. A Bid shall be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

F. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

Bid Prices are to include all labor, materials, equipment, overhead/indirect expenses and profit/margin, necessary for completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

The City of North Miami Beach is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the Bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. For Substitutions Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

C. For Substitutions Bidders must submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

D. The City shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Price Submittal Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of

the ITB. All Bids shall be typewritten or filled in with pen and ink, and must be signed by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document shall be initialed by the signatory of the Bid.

B. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Chief Procurement Officer, Joel Wasserman, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the Bidder, the Bid number, the date and hour of the Bid opening, and the Bid name shall be placed on the outside of the envelope.

C. The Bid Form may contain multiple line items and the Bidder shall provide prices for all line items and shall provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount shall result in the Bid being found non-responsive.

D. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped in Room 315 prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.

E. Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The City at its sole option may read the Bid prices. Late Bids will not be opened. The City is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended.

F. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.

G. Bids should be submitted in duplicate. Submit one original **signed in blue ink** and five copies of the original. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

H. The Bidder represents and warrants that the Bidder is not in arrears to the City and is not a defaulter as a surety or otherwise upon any obligation to the City. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the City of any change during the term of the Contract.

I. Bidder by submitting its Bid certifies that it is qualified and capable of performing the Work required under the Contract. As part of the Bid, the Bidder shall include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. If the Contractor is deemed to not meet this requirement during the performance of the Work, the Contractor shall be in default of the Contract Documents.

1.8 ADDENDA

All questions about the meaning or intent of the ITB, including any drawings, or specifications shall be directed in writing and submitted by e-mail to the Procurement Division, at **bids@citynmb.com**. Interpretation or clarifications considered necessary by the City in response to such questions will be issued by means of addenda. . It is the sole responsibility of the Bidder to obtain all addenda The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. Only questions answered by written addenda are binding. Oral and other interpretation or clarifications will be without legal effect.. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid or signing the addenda form. Failure to include signed formal Addenda or the Addenda Form in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

A. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

B. *UNBALANCED BIDS WILL BE REJECTED.* The City reserves the right to reject any Bid where line item pricing is determined to be unbalanced. Such determination shall be made at the sole discretion of the City. An Unbalanced Bid, which shall be determined at the sole discretion of the City, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions or a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

C. Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law

or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the City or where the City has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsible.

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing and submitted to the Chief Procurement Officer.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only Bids or Proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late and considered non-responsive.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Technical Specifications, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Technical Specifications, and the Bid Submittal Section.

1.13 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.14 DISCOUNTS

A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.15 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of a Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); meet the minimum qualifications as stated in Article 2.22; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.16 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City

City of North Miami Beach
Attention: Judeen Johnson
Phone: 305-948-2983
Fax: 305-957-3502
E-mail: Judeen.Johnson@citynmb.com
and,

To the Procurement Office:

Joel Wasserman, CPPO
Chief Procurement Officer
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Fax: (305) 957-3522
Email: bids@citynmb.com

To the City Attorney:
Jose Smith
City Attorney
17011 NE 19th Avenue, Suite 416
North Miami Beach, FL 33162
Phone: (305) 948-2939
Fax: (305) 787-6004
Email: jose.smith@citynmb.com

To the Contractor

(INTENIONALLY LEFT BLANK)

Notices will be sent to the Contractor at the physical address, e-mail address and to the person listed in the Contractor's proposal, as applicable.

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

1.17 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of North Miami Beach. The Contractor shall supply competent and physically capable employees and the City is authorized to 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.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.18 AWARD OF BID

Award will be made only to responsive and responsible, Bidder(s) possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

A. The Review Committee will make a recommendation based upon the lowest responsive and responsible Bidder(s) whose bid conforms to the Invitation for Bids and is most advantageous to the City. If lowest fails to comply, then the second will be called upon, and so on.

B. The City, in its sole discretion may award a contract to more than one Bidder.

C. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

D. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the city, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

E. Successful Bidder shall be notified in writing of award.

F. Delivery of materials and/or services shall be performed upon receipt by successful Bidder of a numbered, signed purchase order.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The Bidder must file a notice of protest in writing to the Chief Procurement Officer within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest, which meets all of the requirements stated below. The notice of protest must be either, hand-delivered and date and time stamped by the Procurement Division, or sent via certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.

B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

C. Only a Bidder whose bid is timely received and fully complies with all terms and conditions of the bid, and has been deemed responsive may protest an award.

D. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious threat to the public health, safety, or welfare.

E. Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either hand-delivered and date and time stamped by the City Manager's Office, or sent via certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager, which shall be based solely on the documentation submitted as part of the formal protest together with any information or documentation obtained by the Chief Procurement Officer will be final and submitted with his/her recommendation to the City Council if the award exceeds $50,000.00.

Any person who files a formal written protest shall post with

the Chief Procurement Officer, at the time of filing the formal written protest, a cashier's check made payable to the City of North Miami Beach in an amount equal to (one) 1% percent of the City's estimate of the total amount of the contract or $5,000, whichever is less. Failure to submit the payment will result in the reject of the protest as not being filed in a timely manner.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check without deduction, to the person or entity filing the protest.

1.20 CONTRACT

A Contract shall be sent to the awarded bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.21 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently and his/her Bid(s) rejected for:

A. Poor performance or default, in the City's opinion, on previous contracts with the City.

B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

1.23 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

1.24 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25 COLLUSION

The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.26 MAINTAINING BID STATUS

To be retained on the active bidders list, Bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the Bid Proposal Form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations may result in removal from the bidders list.

1.27 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' or Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of Bids in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the Bid as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.28 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to

a Bid shall be and mean the same as proposal.

1.29 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The 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 be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the 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 above indemnification provisions shall survive the expiration or termination of this contract.

1.30 CONFLICT OF LAW

If and when this Contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where Contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.31 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.32 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the Contract unit price set forth in the proposal form by the Bidder.

Bidders must include a price for all line items unless the Bid Form states otherwise. The City reserves the right to reject unbalanced bids as non-responsive.

The City reserves the right, at its sole discretion to request price quotes for the Contractor for additional items not contained in the initial award. Should the City add additional line items the City shall do so through the Change Order process. An Unbalanced Bid, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

1.33 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination, freight included, and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Receipt shall not constitute acceptance. Inspection and acceptance shall occur after delivery. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the City unless loss or damage results from negligence by the City. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return product at Bidder's expense. Contractor is responsible for making all claims against carriers for damaged or missing items.

All deliveries shall be made in accordance with the manufacturer's requirements and instructions for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

1.34 WARRANTY

Unless otherwise specified in the Special Conditions, Contractor shall provide a one year warranty covering services, equipment, parts, materials and labor.

Where a manufacturer or supplier provides a warranty greater than one year the Contractor shall provide the manufacturer or suppliers warranty to the City. The Bidder should submit information on both the manufacturer's or supplier's warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship and shall be fit for its intended purpose.

At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special

Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.35 MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract, purchase order, change order or award sheet, as appropriate.

1. 36 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

At a minimum the MSDS information shall include the following information:

- The chemical name and the common name of the substance.
- The hazards or other risks in the use of the substance, including:
  - The potential for fire, explosion, corrosion, and reaction;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

1.37 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this Bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and Bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications. Returns and any equipment or materials that show use, rust, damage or have been in inventory for more than six (6) months shall not be considered new.

1.38 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the Bidder's expense. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and number.

1.39 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.40 DISCRIMINATION

Any entity or affiliate who has been determined by the City to discriminate, blacklist or refuse to do business with any person or company due to religions, race or national origin may not submit a bid on a contract to provide goods or services to the City, and may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Bidder must complete the attached Form BA, Blacklist Affidavit. Failure to complete this form will result in the rejection of the Bid as non-responsive. The City, in its sole discretion, may allow the Bidder to submit the Affidavit during the bid evaluation phase.

1.41 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.42 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidder by signing and submitting its Bid the Bidder certifies that it understands and shall comply with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in the Bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.43 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the Bidder and the government agency.

At the option of the vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and municipalities.

Each governmental agency allowed by the vendor/Contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award

1.44 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to City.

1.45 GREEN PROCUREMENT POLICY

PURPOSE

The purpose of this policy is to ensure that the City of North Miami Beach departments purchase recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the City.

The City recognizes that the products and services the City buys have inherent social, human, health, environmental and economic impacts; thus the City should make procurement decisions that consider the reduction of its environmental footprint and promote practices that improve human health, and conserve natural resources.

POLICIES

GENERAL POLICIES

The City encourages its Departments and their staff to be innovative and demonstrate leadership by incorporating progressive and best-practice sustainability specifications, strategies and practices in procurement decisions.

Departments shall buy recycled and other environmentally preferable products whenever practicable.

The City shall require its contractors and consultants to use recycled and other environmentally preferable products whenever practicable.

The City shall promote the use of recycled and other environmentally preferable products by publicizing its environmental purchasing policy and its implementation, consistent with this policy.

The City shall communicate its commitment to sustainable procurement by modeling the best product and services choices to citizens, other public agencies and private companies.

The Purchasing Division will take the lead in including environmentally preferable product specifications in bid documents and district contracts, as appropriate.

The City shall aim to maximize the proportion of goods and services that come from local providers with acceptable environmental practices, thereby reducing the environmental impact of transportation wherever feasible and supporting a sustainable local economy.

The City shall seek opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

The City shall encourage and promote both local and national companies to bring forward emerging and progressive sustainable products and services, by being a consumer of such products and companies.

RESPONSIBILITIES OF THE PURCHASING DIVISION

Preparing or revising bid documents and contract language where necessary to implement this chapter;

Researching opportunities for procurement of recycled and other environmentally preferable products and communicating these to appropriate county departments for evaluation and purchase;

Collecting data on purchases by departments of recycled and other environmentally preferable products; and

Preparing and submitting a report to the City Manager each year by March 31, describing the progress of departments in implementation of the environmental purchasing policy, including the following elements:

A. Quantities, costs and types of recycled and other environmentally preferable products purchased;
B. A summary of savings achieved through the purchase of recycled and other environmentally preferable products;
C. A summary of program promotional efforts; and
D. Recommendations for changes in procurement policies.

RESPONSIBILITIES OF DEPARTMENTS

Assigning appropriate personnel to evaluate opportunities for buying recycled and other environmentally preferable products reflected in federal guidance or communicated by Purchasing Division.

Purchasing recycled and other environmentally preferable products whenever practicable; and

Seeking opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

RULES AND REGULATIONS FOR PROCUREMENT OF PAPER PRODUCTS

Departments shall buy recycled or other environmentally preferable paper whenever practicable.

Departments shall use recycled paper for all imprinted letterhead paper and business cards.

Departments shall publicize the city's use of recycled paper by including a recycling logo and an indication of recycled content on all printed material, to the extent practicable.

Departments shall use both sides of sheets of paper whenever practicable.

Departments shall require all contractors or consultants submitting proposals to use recycled paper and use both sides of sheets of paper whenever practicable.

RULES AND REGULATIONS FOR PROCUREMENT OF LUBRICATING AND FUEL OILS

Departments shall purchase environmentally preferable oils whenever practicable.

When departments specify re-refined lubricating oil in procurements, they shall purchase re-refined oil if the price is no more than ten percent higher than the price of non-re-refined oil.

DEFINITIONS

Environmentally Preferable Product: A product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

EXEMPTIONS

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.

GREEN PURCHASING RESOURCES

The Procurement Division shall maintain and distribute to staff a list of resources and educational materials regarding accessing and purchasing environmentally preferable products. Some of these resources include the following:

A. U.S. Communities Going Green Program is the one-stop source for public agency access to a broad line of responsible purchasing products, services and resources. In addition to comprehensive contracts that offer eco-friendly products, agencies will find a wealth of valuable information and resources that will help lower the environmental impact within the community and will assist in making educated decisions about the products an agency purchases. http://www.gogreencommunities.org/

B. U.S. EPA Environmentally Preferable Purchasing (EPP): http://www.epa.gov/epp/

C. The Responsible Purchasing Network (RPN) is a national network of procurement-related professionals dedicated to socially responsible and environmentally sustainable purchasing. http://www.responsiblepurchasing.org/

D. ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices. http//www.energystar.gov/

E. Electronic Product Environmental Assessment Tool (EPEAT) is a system to help purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. http://www.epeat.net

ANNUAL REVIEW OF POLICY

The City shall annually review its Green Procurement Policy to evaluate the following: its effectiveness, savings, potential changes, and expansion of policy to reflect national trends and best practices.

1.46 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.47 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's "Bid's & RFP's" page, which can be found at: www.citynmb.com/purchasing.

1.48 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most competitive, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the bid, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this bid constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, the lowest responsive and responsible Bidder. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.49 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. Change orders

B. Last addendum issued
C. General Terms and Conditions
D. Special Conditions
E. Technical Specifications
F. Contractor's Bid Response

If there is a conflict between the drawing and specifications, the order of precedence is as follows:

A. Scope of Work and Specifications govern over Plans and Drawings.
B. Schedules, when identified as such will govern over all other portions of the Plans
C. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise
D. Larger scale drawings will govern over smaller scale drawings
E. Figured or numerical dimensions will govern over dimensions obtained by scaling
F. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern

1.50 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.51 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before City's approval of this Contract shall be at the Contractor's risk and expense.

1.52 PRICING

Prices shall remain firm and fixed for the term of the Contract unless otherwise stated in the ITB, including any option or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.53 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
B. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services

a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

E. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.54 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.55 AUTHORITY OF THE CITY'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: interpretation of the Scope of Work; questions as to the value, acceptability and fitness of the Services;. The Project Manager may delegate some of his/her responsibilities in writing to the Consultant.

B. Questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid or Work; interpretation of the Contract terms and conditions, and claims for damages, compensation and losses shall be the responsibility of the Chief Procurement Officer for the City.

C. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

D. The Project Manager shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager shall not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of its agents, employees, or any other persons performing any of the Work.

1.56 CLAIMS/DISPUTES

A. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

B. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or

by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Contractor must continue to perform all Work under the Contract during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work must not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

1.56 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.57 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.58 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.59 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.60 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

F. Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the City. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

G. Contractor shall utilize the Subcontractors identified in its Bid and shall not replace, add or substitute any Subcontractors without the prior written approval of the Project Manager.

H. Bidders that will be using a temporary labor company to provide staffing for the Project must complete Attachment B and include it with the Bid Submittal. Failure include this form may result in the Bid Submittal being rejected as non-responsive.

1.61 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.62 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.63 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.64 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by the Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.65 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.66 PATENT AND COPYRIGHT

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way

connected with, the Work, or the City's continued use of the Work, including and equipment, parts and materials furnished hereunder

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.67 PUBLIC RECORDS

As a political subdivision, the City of North Miami Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of North Miami Beach's documents and records are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid or submitted under the Contract. Certain documentation, such as the Bidder'sss financial, computer software, copyrighted or patented items are exempt from the Public Records Law.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and City will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Upon termination by the City or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the City. Any payments due the Contractor will not be made until the City receives the public records.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.68 PROPRIETARY INFORMATION

A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to,

E. the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.69 VENDOR APPLICATION AND FORMS

Contractor shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.70 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F."Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.71 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.72 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.73 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City, except as may be required by law.

1.74 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a

reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.75 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.76 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.77 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.78 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

1.79 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.80 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.81 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.82 E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.83 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.84 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.85 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.86 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place

in Miami-Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.87 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami Beach seeks to establish an as-needed continuing contract with one or more qualified and experienced General Contractor(s) to perform civil works (roadway and drainage) projects per plans and specifications, if any. Work will include but not be limited to the following under a unit price agreement: Construction, maintenance and restoration services for the public right-of-way, water and sewer infrastructure and appurtenances.

The expenditure will be established within the budgetary amount for each fiscal year.

2.2 INTENTION OF THE CITY

It is the intent of the City to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents or Work Order. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor shall comply therewith. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.3 REQUIRED MINIMUM QUALIFICATIONS

Bids shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein and that are presently engaged in provision of these services. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The prospective Bidders must meet the statutorily prescribed requirements before Contract award.

- Bidder shall have at least five (5) years of experience in civil works-related projects to include paving, grading, stormwater systems, sidewalks and roadway curbing, stormwater and utility repair, improvement and restoration. Three (3) successful said projects completed by the Bidder shall be demonstrated via Form 4.4.

In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the ability to perform the work under this contract, financial condition, experience record, personnel, equipment, facilities, principal business location, organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

2.4 LICENSES

To be eligible for award of this Contract, the Contractor must possess at time of bid opening one of the following State of Florida or Miami Dade County DRER licenses:

- **Certified General Contractor**
- **General Engineering with Miami Dade County DRER**
- **Miami-Dade County Pipeline Engineering License or a State Underground Utility License registered with Miami Dade County PWWMD**
- **Paving Engineering License from Miami Dade County DRER**

Contractor shall include copies of above licenses with bid. Business Tax Receipt must be in effect as required.

2.5 TIME IS OF THE ESSENCE

Contractor shall promptly perform its duties under the Contract and shall give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents and as stated in any Work Orders.

The date and period of time set forth in a Work Order for the commencement, and completion of Work was included because of its importance to the City.

2.6 GENERAL REQUIREMENTS

The Contractor agrees that the Contractor shall at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Project Manager, should the Project Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The City, the Consultant (if any) and other agencies authorized by the City, must have full access to the Project site(s) at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

2.7 QUESTIONS REGARDING SPECIFICATIONS

Questions regarding this solicitation shall be submitted in writing in writing to bids@citynmb.com no later than 5:00 PM on 5:00 PM on Tuesday July 26, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this bid.

2.8 NON-MANDATORY PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference will be held at **Wednesday, July 20, 2016 at 2:00 PM** at the North Miami Beach City Hall Council Chambers, 2nd Floor, 17011 NE 19th Ave. North Miami Beach, FL 33162. Bidders are encouraged to attend the pre-bid conference. Representatives of the City will be present to discuss the solicitation. Owner will transmit to all prospective Bidders of record such addenda as deemed necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Each bidder is required, prior to submitting a Bid Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the Project(s). The Bidder shall also carefully examine the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. No plea of ignorance, by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the Contractor.

2.10 BID GUARANTY (BID BOND)

At bid time, Contractor's bid submittal must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the Bid, issued by a properly licensed surety company approved by the City of North Miami Beach.

Should the successful Bidder fail to furnish a Performance and Payment Bond, the bid guaranty shall be forfeit.

2.11 PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

Pursuant to City code, a Performance Bond is required for projects or work totaling over $25,000 to any single Contractor. Additional bonds may be applicable as determined by Chief Procurement Officer and/or Project

Manager. The City will only pay the actual bond fee paid to the surety and the cost shall not exceed 1 ½ percent of the work order amount.

Each Bond must be in the amount of one hundred percent (100%) of the Work Order value guaranteeing to City the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article 2.8, Qualification of Surety.

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Work Order value, or an additional bond must be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The City must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide City with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of City and for same purpose and will be subject to the same conditions as those applicable above and will be held by City for one year after completion and acceptance of the Work.

The Contractor will be reimbursed for obtaining such bond.

2.12 QUALIFICATIONS OF SURETY

Each Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety must provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

The City will accept a surety bond from a company with a rating of "B+" or better and a Financial Size Category of "Class II", provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City will review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder with a surety company acceptable to the City, only if the Bid amount does not increase.

2.13 CONTRACT TERM

The prices and conditions stated in this Bid shall be in effect for a period of three (3) years from the date of the issuance of a letter of award, or date of executed contract, whichever is later, and may be renewed for two (2) additional years on a year to year basis, unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

2.14 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work under a Work Order prior to commencement of Work on a Project, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings, if any. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the City for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor shall call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor shall be responsible for any and all claims resulting from the damage caused to any utilities, identified or not.
Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the City must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.
Should the City direct the Contractor to relocate any utilities that would be impacted by any Work then the City shall compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the City or applicable utility owner. Requests for any disconnection, including those required of other utilities shall be in writing and received by the City at least seventy-two (72) hours prior to the time of the requested interruption. The City may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.
Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work shall not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

2.15 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor shall verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor shall not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

2.16 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents or applicable Work Order.

The Contractor must familiarize itself with normal City's operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed shall be done in such a manner so as not to interfere with the normal City operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of City services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of City operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager shall have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the City. (3) The City at its sole option may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

2.17 SHOP DRAWINGS AND SUBMITTALS

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

Contractor shall responsible to submit such documents or samples in a timely manner for review by the Project Manager. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Work Order. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Contractor shall be solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

2.18 SUBSTITUTIONS

Substitution of any specified material or equipment require the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents and the requirements of a Work Order. The City may require an adjustment in price based on any proposed substitution.

The Contractor may request the City to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor shall provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the City. The City may require an adjustment in price based on any proposed substitution.

2.19 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of its discovery, notify the Project Manager and Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant will typically attempt, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant shall recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract

Time, the adjustment shall be referred to the City's Chief Procurement Officer for determination. Should the City's Chief Procurement Officer determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Chief Procurement Officer shall so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant or Project Manager as the date of Substantial Completion.

2.20 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

2.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor shall promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

2.22 ACCESS TO THE PROJECT SITE(S)

City shall provide, as may be indicated in the Work Order, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City for the use of Contractor.

Contractor shall provide, at Contractor's own expense and without liability to the City, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to the City copies of written permission obtained by Contractor from the owners of such facilities.

2.23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by City Manager or designee, and shall promptly repair or replace, at no additional cost to the City any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor shall be full responsible for Work against all losses or damages of whatever nature sustained until acceptance by City, and must promptly repair or replace, at no additional cost to the City any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

2.24 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Project site and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor shall comply with the OSHA "Federal Right to Know' Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.
Contractor shall adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes shall be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes shall be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.
Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the completion of the Contract.

2.25 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the **FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA),** Where a Project awarded under a Work Order requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and be potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in its Bid prices.

2.26 CITY FURNISHED DRAWINGS

The City, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the City prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).
During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.
The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

2.27 SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

The Project Manager shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning a Work Order or its performance, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

2.28 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The City must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the City for any costs incurred by the City in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

2.29 WARRANTY

Contractor warrants to the City that all materials and equipment furnished under the Work Order will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Work Order and the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the City under a Work Order. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the City issuing final payment. Manufacturer's warranties will become effective upon completion and acceptance by the City of the Work under the Work Order.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the City, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the City. Where such funds are not available, the City will bill the Contractor and Contractor will reimburse the City within thirty (30) calendar days. The City may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the City.

2.30 INSPECTION OF THE WORK

The Project Manager, other City representatives, and Inspectors representing the City, and other public entities having jurisdiction over the Work shall at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the City, DERM, or other entities can be present for such testing. Contractor shall be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The City, at its sole discretion may conduct testing in addition to the required testing. In such instances the City shall pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor shall reimburse the City for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

2.31 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager shall notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed shall be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration shall be at the expense of the Contractor. Such expenses shall also include repayment to the City for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

2.32 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager shall have the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract or Work Order. If required, the Contractor shall promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager shall have the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the City Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after

receipt of written notice from City, must promptly correct such defective or nonconforming Work within the time specified by City, without cost to City. Should the Contractor fail to take such action the City may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The City may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the City to accept any defective Work.

2.33 FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) shall be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor shall, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the City's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of the Contract. At no time will the Contractor refuse to comply with a Field Directive. Failure to comply with a Field Directive may result in a determination that the Contractor is in default of the Contract.

2.34 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the City. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in the Contract.

Failure of Contractor to comply with comply with the timeframes established by Article 2.32, Extension of Time, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

2.35 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date of completion under a Work Order by the neglect or failure of the City or by a Force Majeure, then the Contract Time set forth in the Contract shall be extended by the City subject to the following conditions:

- The cause of the delay arises after issuance of a Notice to Proceed or commencement of the Work, and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work shall be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The City reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such

extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The City shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the City may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in in Article 1.93, Force Majeure or Article 2.31, Excusable Delay, Non-Compensable, the Contractor shall not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the City shall be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, shall not waive the City's rights under the Contract, including but not limited to the assessment of Liquidated Damages or declaring Contractor in default.

2.36 STOP WORK ORDER

The City may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the City shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.64, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, shall entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

2.37 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions shall not constitute additional work.

2.38 RELEASE OF LIENS/CONSENT OF SURETY

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an invoice, whether incorporated in the Project or not, will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project for any Project that includes multiple payments. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the invoice.

Conditional Release of Liens are not accepted by the City.

2.39 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of a Work Order. Contractor is liable for all damage, theft, maintenance, and safety until such time as the City issues a notice of Final Completion of a Work Order.

2.40 WORK ORDERS/AWARD OF PROJECTS OR WORK

Work Orders will be issued to the City for all Work. A Work Order may consist of one or more Projects. Work Orders will be issued in one of two ways.

- Where a Project is based solely on pre-priced line item pricing the Project Manager will calculate the cost of the Project(s) by multiplying the estimated quantities for each line item times the line item price. The Project Manager will then provide the Contractor a written Work Order for a Project(s) and provide it with the spreadsheet used for the calculations (if one is required), the timeframe for completing the Project(s), and available drawings (if any), and any additional contract terms and conditions specific to the Project(s) or the Work Order, including but not limited to additional insurance, liquidated damages, etc.
- The Contractor is responsible to visit the site, review any drawings and the spreadsheet, to confirm that the proposed quantities and value stated in the Work Order for the Project(s) is correct. The Contract may request that the Project Manager meet in the field to review the Work Order. If the Contractor believes that that either the quantities, line items, scope or other details are incorrectly stated on the Work Order the Contractor is to notify the Project Manager is writing of their findings within forty-eight (48) hours or the City will consider the Work Order as accepted by the Contractor. The Project Manager will review any recommended revisions and if necessary make any revisions. Once revised and forwarded to the Contractor, the Contractor will have twenty-four (24) hours to accept or reject the Work Order. If rejected the City may have the Work performed by others. Repeated rejections of Work Orders may result in termination of the Contract.

If a Project requires work that includes non-pre-priced work then the Project Manager will request a written Work Order Proposal ("Proposal") from the Contractor. Upon receipt of the Proposal from the Contractor the Project Manager will review the Proposal and either accept, reject or negotiate the Proposal. Once finalized the Project Manager will issue a Work Order for the Work to be performed.

The Work Order shall serve as the Contractor's Notice to Proceed unless otherwise stated in the Work Order.

2.41 PRE-CONSTRUCTION MEETING

Prior to or after the issuance of a Work Order and City and the Contractor shall agree upon a date and time for a

pre-construction meeting, if one is deemed necessary. The Contractor shall attend and also have any appropriate subcontractors attend the meeting. Contractor shall keep and distribute the meeting minutes.

2.42 MATERIALS, INSPECTION, AND RESPONSIBILITY

The City shall have a right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the quality and standards of all materials, components or completed Work finished under this Contract. Materials, components, or completed Work not complying therewith may be rejected by the City and shall be replaced by the Contractor at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components for Work have been rejected.

2.43 PROGRESS MEETINGS

The applicable City Project Manager shall schedule and hold regular on-site progress meetings at least weekly, and at other times as requested by the City Project Manager. The City, Contractor, and all subcontractors active on the site shall be represented at each meeting. City or Contractor may request attendance by representatives of suppliers or manufacturers. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop. Contractor shall be responsible for all meeting minutes, including their distribution and revision.

2.44 PROGRESS PAYMENTS

Based on Applications for Payment submitted to the City by the Contractor, and Certificates for Payment issued by the Architect/Engineer or City, the City shall make progress payments to the Contractor based on the Schedule of Values and percentage of completion, or units completed. A retainage of ten percent (10%) will be deducted from the monthly payment.

Applications for Payment shall indicate the percentage of completion of each portion of the work, or the volume, area, or linear measurement of work completed as of the end of the period covered by the Application for Payment. The period covered by each Application for Payment shall be one calendar month no more than payment application shall be submitted per month. All payments shall be made in accordance with the Local Government Prompt Payment Act.

2.45 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the initial three (3) years term of the Contract. Costs for subsequent OTR term(s) shall be subject to an adjustment in an amount that shall not exceed 3% per year, or the increase in the Consumer Price Index ("CPI"), whichever is less

The Contractor may request an adjustment to the Wage Rates for each OTR year, on an annual basis. The City may also adjust the pricing where the City Manager determines that extenuation circumstances exist. The maximum the CPI increase shall be based on the Miami – Fort Lauderdale Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics. Such adjustment shall be calculated the percentage of change for the current year against the preceding year. In no event shall the Wage Rate increase by more than three percent (3%) in any one year period and any increase granted will not be made retroactively.

In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry.

2.46 SUBSTANTIAL COMPLETION

The Work under a Work Order will be Substantially Complete when the Project Manager accepts all of the Work performed under a Work Order. Where the Project Manager determines that additional Work is required to complete a Work Order the Project Manager will create a Punch List containing all of the Work to be performed to achieve Substantial Completion of the Work Order. Substantial Completion cannot occur without all final approval of all permits have been issued and the Punch List Work is complete.

The Punch List is to be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Punch List does not relieve the Contractor from completing the remaining Work to the satisfaction of the Project Manager.

The Project Manager and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

2.47 FINAL ACCEPTANCE

The Final Inspection shall be made only after the City is satisfied that the Work described in the plans and specifications has been completed in accordance with the intent of these specifications and the Contractor has been notified of Substantial Completion by the Project Manager. The acceptance of the Work shall not in any way prejudice the City's rights to demand replacement of defective materials and workmanship.

2.48 FINAL COMPLETION

Subsequent to Substantial Completion and submission and acceptance of all required documents and training that may be required by the Contract Documents the Project Manager will notify the Contractor that the Project has achieved Final Completion.

2.49 SUPERVISION

The Contractor is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing its work. He shall be responsible for all Project management, including but not limited to, coordinating the Work, securing all permits of the accuracy of the laying out of the Work. Contractor shall have at all times a competent representative ("Supervisor") competent in speaking English available to answer questions or handle problems, who shall be satisfactory to the City.

Supervisor shall represent the Contractor in the field and all directions given to the Supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor will meet as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

2.50 PERMITS

The Contractor shall obtain all applicable permits and call for inspections required for each Project. The Building Department. is mandated to charge fees. The City will however, reimburse the Contractor for permit fees incurred. The Contractor shall be responsible for the payment of the following fees (when applicable) including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. The City shall reimburse Contractors for actual cost of these fees. Fees for re-inspections shall be charged to the Contractor at normal rate and all costs shall be borne by the Contractor. The Contractor shall obtain all required permits to do the job, except for those already obtained by the City prior to the award of the bid. Contractor shall present the City with proof of payment for said permit fees in order to be eligible for reimbursement by the City.

2.51 ASBESTOS

No asbestos containing materials will been designed into any Project, nor will be specified. Contractor shall use no asbestos-containing materials in the execution of the Work covered by these specifications.

2.52 TRAINING

Contractor shall provide training to City staff on the use and maintenance of equipment and/or materials installed as part of a Project.

2.53 MANUALS

Contractor shall provide two (2) manufacturers' training and maintenance manuals for any equipment installed as part of a Project.

2.54 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Contractor and the City. Without this prior written authorization, the City will not pay for extra work performed. The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following

limits for work by the Contractor:

Overhead Limit: 10% of direct cost;

Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The A/E of Record will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings, etc.

2.55 CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, City may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the City may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The City may also invoice the Contractor for all costs incurred in mitigating any open trenches.

All debris shall be disposed of at an authorized dumping facility. Dump tickets shall be submitted to the City with each pay request.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures or landscaping affected or damaged during completion of each Project shall be restored to an equal or better condition. Paint shall be touched up if and where needed. Contractor's equipment and surplus material shall be removed from site.

2.56 LIQUIDATED DAMAGES

The City may establish liquidated damages on a Work Order by Work Order basis. Where the City determines that liquidated damages will apply to a Work Order the amount established will be stated in the Work Order.

The Contractor is obligated and guarantees to complete the Work Order in the established in the Work Order or any approved extension of time the Contractor may be granted by the Project Manager. In the event of a delay in completion beyond the date established in the Work Order, the Contractor must pay to the City for each and every calendar day of unexcused delay, the sum stated in the Work Order, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The City has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the City. In case the amount available under contracts the Contractor has with the City is less than the amount of liquidated damages due the City, the Contractor must pay the difference upon demand by the City. Should the Contractor fail to compensate the City for any liquidated damages, the City will consider this as a form of indebtedness and may deny any future Work under the Contract or any other City contract until such indebtedness is paid in full to the City.

2.57 RECORD SET

For Work Orders where the City has provided a set of Plans for a Work Order the Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction.

The record documents must be continuously updated, to establish a set of drawings, by Contractor throughout the prosecution of the Work to accurately reflect, typically by red lined mark ups of the construction plans, all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications,

and all concealed and buried installations of piping, conduit and utility services.

Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion of the Work Order and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

2.58 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

- Depths of various elements of foundation in relation to finish first floor datum.
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- Field changes in dimensions and details.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.
- Details not on original Contract Drawings.
- Equipment, conduit, electrical panel locations.
- Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.
- Specifications and Addenda: Legibly mark each section to record:
- Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the City at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

2.59 CONTRACTOR'S WORK AND STAGING AREA

a) The Contractor shall use only site areas designated by the City as Contractor Staging area for the Project. The Contractor shall keep this area in a secure, clean and orderly condition, and shall be responsible for screening and fencing the area so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

b) Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the Contractor and no claim shall be made against the City.

c) Upon completion of the Contract, the Contractor shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas to their original condition.

d) Contractor's insurance shall extend coverage to all designated storage areas.

2.60 NDPES REQUIREMENTS

Where applicable Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at http://www.dep.state.fl.us/water/stormwater/npdes/. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

END OF SECTION

SECTION 3.0 TECHNICAL SPECIFICATIONS

3.1 GENERAL NOTES

Group A – DEMOLITION AND SITE PREPARATION

All work to be performed under Group A shall conform to the current revision of the Miami-Dade County Public Works **(MDCPW)** Manual, Part I & II Standard Details and Specifications and as specified below or per attached City of North Miami Beach Standard Specifications. Work shall include materials, labor, equipment, mobilization cost, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or work order.

Clearing and Grubbing

Clearing, grubbing, removal and disposal of materials shall be per current revision of the Miami-Dade County Public Works Manual Part II, Road Specifications, Section 24 - Clearing and Grubbing. Tree removal with size of up to 4 inches average trunk circumference shall be included.

Saw Cutting, Removal and Disposal

All pavement, sidewalk, curb and gutter shall be sawed cut straight and square with the use of mechanical equipment such as a wet saw and shall include dust control, dust clean up, removal, hauling and proper disposal of materials.

Removal and Disposal of Existing Concrete Structure

Removal and disposal of existing concrete structure shall include excavation, removal, backfilling, hauling and proper disposal of materials.

Removal and Disposal of Existing Drainage Pipe

Removal and disposal of existing pipe shall include excavation, removal, backfilling, hauling and proper disposal of materials.

Removal and Disposal of Existing Asbestos Pipe

Removal and disposal of existing asbestos pipe shall include excavation, removal, backfilling, hauling and proper disposal of materials. Disposal shall be per Miami-Dade County Department of Environmental Resource Management and United States Environmental Protection Agency requirements. Disposal Permit shall be included in this bid.

Group B – UTILITY ADJUSTMENT

All work to be performed under Group B shall conform to the current revision of the City of North Miami Beach Public Utilities Standard Specifications, Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections D7 & D8 and Part III, Standard Details and Specifications for Water Supply and Sanitary Sewer, as well as other public utility entity that owned the particular utility appurtenance. Work shall include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or work order.

Adjust Utility Valve Box, Manhole, Frame, Grate, Utility Box, Etc.

Adjustment of utility valve box, manhole, frame, grate, utility box, etc. shall be per

current revision of the City of North Miami Beach Public Utilities Standard Specifications or Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections D7 & D8 and Part III, Standard Details and Specifications for Water Supply and Sanitary Sewer, as well as per specification of the public utility entity that owned the particular utility appurtenance.

Adjust or Relocate Existing Miami-Dade County Signs

Adjustment and or relocation of Miami-Dade County Traffic Regulatory signs shall be per Miami-Dade County Public Works Manual, Part I, Standard Details and Specifications R18.1 and R18.2 and current ***MUTCD*** Manual

as published by the Federal Highway Administration (FHWA).

Adjust or Relocate Existing City of North Miami Beach Signs

Adjustment and or relocation of City of North Miami Beach signs shall be per Miami-Dade County Public Works Manual, Part I, Standard Details and Specifications R18.1 and R18.2.

Group C – GRADING AND PAVING

All work to be performed under Group C shall conform to the current revision of the Miami-Dade County Public Works Manual, Part I & II Standard Details and Specifications and as specified below or per City of North Miami Beach Standard Specifications. Work to be performed in Florida Department of Transportation **(FDOT)** maintained roadway shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Work shall include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or Work Order.

Asphalt Pavement for Miami-Dade County and City of North Miami Beach Maintained Road

Asphalt pavement preparation, installation and material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 100, 132 and 133. Refer to R12.3 & R12.5 driveway installation.

Asphalt Pavement for the Florida Department of Transportation Maintained Road

Asphalt pavement preparation, installation and material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Sub Grade for the Miami-Dade County and City of North Miami Beach Maintained Road

Sub grade preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 30, 33, 132 and 133.

Sub Grade for the Florida Department of Transportation Maintained Road

Sub grade preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Lime Rock Base for the Miami-Dade County and City of North Miami Beach Maintained Road

Lime Rock Base preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Section 51.

Lime Rock Base for the Florida Department of Transportation Maintained Road

Lime Rock Base preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Concrete Sidewalk for the Miami-Dade County and City of North Miami Beach Maintained Road

Concrete slab or sidewalk installation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 145, R12.6, R13.1, R13.2 & R13.3. Concrete sidewalk replacement must be removed and pour on the same day.

Concrete Sidewalk for the Florida Department of Transportation Maintained Road

Concrete slab or sidewalk installation shall include excavation, removal and disposal of excess materials including

tree roots, grading, forms and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Concrete sidewalk replacement must be removed and pour on the same day.

Concrete Curb and Valley Gutter for the Miami-Dade County and City of North Miami Beach Maintained Road

Concrete slab or sidewalk installation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections R14.1 to R14.6.

Concrete Curb and Valley Gutter for the Florida Department of Transportation Maintained Road

Concrete slab or sidewalk installation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Utility Trench and Pavement Restoration

Utility trench and pavement restoration shall conform to Miami-Dade County Public Works Manual, Part III, and Standard Detail drawings A1 to A4. Refer to City of North Miami Beach Standard Detail R 17.3, R 17.4A & B to complete installation.

Swale Re-grading, Preparation for Sod Installation

Re-grading of swale and preparation for installation of sod shall conform to the current revision of the Miami-Dade County Public Works Manual, Part I, Road Detail, Section R (roadway cross-sections) & Part II, Section D4 (grading of swales), Standard Details and Specifications or CNMB Std Spec R17.5 as specified and approved by the City. Top soil must be below any pavement to allow the installation of the sod matted root below the pavement for drainage.

Yellow Truncated Dome Detectable Tactile Warning Surface Tile

Cast in concrete pavement vitrified polymer composite (VPC) modular paver detectable tactile warning surface tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes and installed per manufacturer's specification. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base diameter, and 0.45" top diameter, spaced center-to-center 2.35" as measured on a diagonal and 1.70" as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch. Modular Paver Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).

Brick Paver

Brick paver installation shall include excavation, disposal of excess materials, grading and installation. Material specifications per:

- ASTM C1272, 8,000 psi set on a concrete or bituminous bed (Type R) for heavy vehicular traffic application. For driveways and crosswalks.
- ASTM C1272, 10,000 psi set on 2" leveling sand bed for heavy vehicular traffic application. For driveways and crosswalks.
- ASTM C902, 8,000 psi with 2 inches thick leveling sand bed for pedestrians and light traffic applications. For walkways and sidewalks.

Note: For restorations, material and installation shall be equal to existing pavement.

Americans with Disabilities Act

All Americans with Disabilities Act (ADA) related work such as tactile surfaces, signs, sidewalk ramps and pavement markings shall conform to the current Americans with Disabilities Act Standard Specifications and

requirements.

Group D – STORMWATER

All Work to be performed under Group D shall conform to the current revision of the Miami-Dade County Public Works Manual, Part I & II Standard Details and Specifications and as specified below or per City of North Miami Beach Standard Specifications. Work shall include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or Work Order.

Exfiltration Trench and Drainage Structures

Work shall include excavation, trenching, installation of pipe and appurtenances, including removal, hauling and proper disposal of excess materials, backfilling. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 310, 320, 340, 350, 355, 360 and 361; Miami-Dade County Public Works Manual, Part I, SD 1 to SD 4.6, unless otherwise specified in the City of North Miami Beach Standard Specifications.

Connection of existing drainage pipe to a Stormwater Structure

Connection of existing drainage pipe to a stormwater structure shall include core drilling of concrete structures with the use of core drilling machine, grouting and connection to the existing pipe. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 310, 320, 340, 350, 355, 360 and 361; Miami-Dade County Public Works Manual, Part I, SD 1 to SD 4.6, unless otherwise specified in the City of North Miami Beach Standard Specifications.

Cleaning of Stormwater Structure or Pipe

Cleaning of stormwater structures shall include removal of debris, sediments, pressure washing the interior of the structure or pipe with the use of a vacuum truck or mechanical equipment including hauling and proper disposal of sludge or sewage materials.

Stormwater Injection Well Cleaning

Work shall include cleaning, removal and disposal of sediments or sludge to increase the discharge capacity of existing drainage well with diameter of 24" to 36" diameter casing up to maximum of 200 feet in depth.

Group E – TRAFFIC SIGNS AND PAVEMENT MARKINGS

All work to be performed under Group E shall conform to the current revision of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (FHWA- MUTCD) unless specified to use the Miami-Dade County Public Works Manual, Part I & II Standard Details and Specifications, Americans with Disabilities Act Standard Specifications or the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Work shall include site cleaning and preparation, installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project.

Asphalt Seal Coating

Seal coat material shall be coal-tar emulsion containing not more than 50% solids, & conforming to (ASTM) D-5727-00 Specifications. The material shall be capable of application & complete coverage, by squeegee, brush, or spray, to the bituminous surface at a spreading rate of 2.0 gallons per 10 square yards in a two coat application. A polymeric latex additive shall be added to the sealer. This additive is to keep the sealer, water, & sand suspended evenly. A ratio of 2 - 4% is recommended. Sand shall be clean, air dried, hard & irregular silica sand. Standard sand #60/45 will be added to the sealer at the ratio of 2-4 lbs/gallon. Water shall be clean, not supplied from lakes or wells, within a temperature range of 50 - 80F & a 20 - 40% cut is recommended. Primer shall be utilized to address any oil spots as specified. All traffic paint applied on sealer shall be 100% Acrylic based.

Sweeping and Degreasing

Cleaning, sweeping and degreasing shall be with the use of mechanical equipment such as a pressure washer or mechanical sweeper for large areas. Degreaser shall be non-toxic, biodegradable environmentally asphalt-safe degreaser to remove any oils, surface dirt, contamination, etc.

Acrylic Latex Traffic Marking Paint for Temporary Marking
Thermoplastic traffic pavement marking shall be per current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual, Section 710 and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Acrylic latex traffic marking paint shall be conventional dry (non-heated application) water based paint intended for use in marking parking lots, airports, and roads. It shall conform to current ***Volatile Organic Compounds*** (***VOC***) regulations.

Thermoplastic Traffic Pavement Marking

Thermoplastic traffic pavement marking shall be per current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual, Section 711 and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Americans with Disabilities Act

All Americans with Disabilities Act related work such as tactile surfaces, signs and pavement markings shall conform to the current Americans with Disabilities Act Standard Specifications and requirements.

Group F – MAINTENANCE OF TRAFFIC (MOT)

All work to be performed under Group G shall conform to the current revision of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (FHWA- MUTCD) and or Index 600 of the State of Florida Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual and the Standard Specifications for Road & Bridge Construction Manual. Work must include installation, materials, labor, equipment, mobilization cost, removal and disposal of equipment, signs and barricades after the Project is completed and site cleanup. Multiple job locations within 1 mile radius shall be combined as one Project.

Group G – WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

All work to be performed under Group H shall conform to the current revision of the City of North Miami Beach Public Utilities Standard Specifications and or per current revision of the Miami-Dade County Public Works Manual, Part II, Sections D7 & D8 and Part III, Water Supply and Sanitary Sewer Standard Details and Specifications or as specified in the bid. Work must include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project.

Group H – CONCRETE SIDEWALK GRINDING

All work to be performed under Group I shall include labor, equipment, mobilization cost, dust control, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project.

Americans with Disabilities Act

All Americans with Disabilities Act related work such as tactile surfaces, signs and pavement markings shall conform to the current Americans with Disabilities Act Standard Specifications and requirements.

Sidewalk Concrete Pavement Grinding

Grinding specifications are as follows:

1. Grinding shall be performed so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces shall not be smooth or polished and shall have a coefficient of friction of not less than 0.30.
2. Grinding shall be performed so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks.
3. The adjacent concrete shall remain untouched by the grinding process without scars or damage.
4. Grinding shall be performed using dry, vertical carbide grinding equipment that will leave a nonslip surface.
5. The finished slope shall be a minimum of 8:1.
6. Each unit shall consist of a grind the entire width of the sidewalk and up to a maximum of 2 inches high.
7. Vendor shall provide lists of job sites by address, including quantities and unit size of grinds.
8. Contractor shall be capable of completing a minimum of thirty (30) grinds per day. *END OF SECTION*

STATEMENT OF "NO" BID

If your company shall not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information shall help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

E-Mail: _____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO" Bid:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

SECTION 4.0 BID SUBMITTAL – REQUIRED FORMS

ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

NAME OF COMPANY:

_____
(Name of company submitting bid)

SIGNATURE: _____ Tax ID No.:_____
(Sign in Ink) (date) (Print Name)

TITLE: _____ E-MAIL ADDRESS: _____

ADDRESS:
_____

TELEPHONE NO.: _____

Do you give prompt payment discounts?

❑ Yes, Percentage of discount _____% Term_____ ❑ No

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

_____ _____
(Sign In Ink) (Print Name)

BID FORM

PROPOSAL TO: CHIEF PROCUREMENT OFFICER
CITY OF NORTH MIAMI BEACH
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162

This Bid Form is submitted as part of the Bidder's Bid in response to the ITB issued by the City with respect to ITB Number 2016-04.

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Attachment BP) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of your Bid. Do not convert the MS Excel Bid Form to a .pdf form, retype or alter the Bid Form. **Conversion to of the MS Excel Bid Form to a .pdf form, retyping or altering the Bid Form will result in the Bid being rejected as non-responsive**.

The undersigned Bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all Work required under the Bid Documents entitled, **"ITB 2016-04 CIVIL WORKS – AS NEEDED"**, in accordance with the intent of the Contract Documents, including any Specifications, Drawings, and all Addenda issued by said Owner prior to opening of Bid Proposals.

Bidder agrees that, within ten (10) calendar days after receipt of the Contract from City, it will execute the Contract, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the proposal guarantee furnished will be forfeited to the City as liquidated damages for such failure; provided that if Bidder shall execute and contract, secure required insurance and bonds, and furnish required insurance certificates within said time, his check, if furnished, will be returned to him within 5 days thereafter, or bid bond, if furnished, will become void.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in its Bid, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the City will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the City permission to contact any persons or entities identified in the ITB to independently verify the information provided in the Submittal.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the above named company and that all information and documents submitted in response to the ITB are to the best if his/her knowledge are true, accurate, and complete as of the submittal date.

Said undersigned Bidder agrees to complete all Work required under the Contract and comply with all requirements of the Contract Documents, and to accept in full payment therefore the price(s) named in the above-mentioned Bid Form.

Pricing Details

Unit prices for the bid items are intended to establish a total price for completing a Project in its entirety.

The unit prices stated by the Bidder in Form-BP include all costs and expenses for labor, equipment, materials, maintenance of traffic (MOT) swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. All Work and incidental costs are to be included in the unit prices and no separate payments will be made for incidentals.

Where there is a discrepancy in the pricing stated on Form BP and those stated below, Form BP shall prevail. Should there be a discrepancy between the unit price and the extended price, the unit price shall prevail.

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

The **TOTAL BID AMOUNT** stated below is the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

TOTAL BID GROUP SUMMARY TABLE

ITB 2016-04

GROUP	TOTAL BID AMOUNT PER GROUP
GROUP A	$
GROUP B	$
GROUP C	$
GROUP D	$
GROUP E	$
GROUP F	$
GROUP G	$
GROUP H	$
TOTAL BID AMOUNT	$

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

4.1 ACKNOWLEDGEMENT OF ADDENDA

ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

4.3 BIDDER QUALIFICATION STATEMENT

In order to properly evaluate bid submittals, Bidders are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. Today's Date: _____

2. Name of Firm Submitting Bid: _____

3. How many years has your firm been in business under its present business name?: _____

4. Under what other former name(s) has your firm operated?: _____

_____

5. Have any similar agreements held by Bidder for similar projects to the proposed projects ever been canceled? Circle one: No Yes If yes, please explain: _____

_____

_____

6. Has the Bidder or any principals of the firm failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes

If yes, please explain: _____

_____

_____

7. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:

_____

_____

8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Attach Business Tax Receipt, certificate of competency and/or State registration. _____

_____

_____

9. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

_____

_____

_____

10. State the name and title of the individual who will have personal management of the work: _____

_____

_____

_____

11. State the name and address of attorney, if any, for the firm: _____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

14. Bank references

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years._____

16. Do you have a complete set of documents, including drawings and addenda, if applicable?

Circle one: No Yes

17. Did you attend the Pre-Bid Conference? Circle one: No Yes

18. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship

ACKNOWLEDGEMENT

BIDDER QUALIFICATION STATEMENT

_____
FIRM NAME

_____
SIGNATURE OF AUTHORIZED AGENT

_____
NAME & TITLE, TYPED OR PRINTED

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20___ by _____who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of _____ Commission No.: _____

Print Name: _____ Commission Expires: _____

SEAL

(if Corporation)

4.4 REQUIRED BIDDER REFERENCES

Bidder shall have at least five (5) years of experience in civil works-related projects to include paving, grading, stormwater systems, sidewalks and roadway curbing, stormwater and utility repair, improvement and restoration. Bidder shall use this form and provide this information with bid submittal; failure to do so may result in the rejection of the submittal.

1. Name of Firm, City, County or Agency: _____

Address: _____

City/State/Zip: _____

Contact: _____ Title : _____

Telephone: _____ Fax: _____

Email Address: _____

Project Title / Location: _____

Work Performed: _____

_____

_____

Project Engineer of Record: _____ Total Cost: _____

Project Start (Month/Year): _____ Project End (Month/Year): _____

Was Project completed within the time frame specified in the contract? YES NO

If No, provide explanation: _____

_____

2. Name of Firm, City, County or Agency: _____

Address: _____

City/State/Zip : _____

Contact: _____ Title: _____

Telephone: _____ Fax: _____

Email Address: _____

Project Title / Location: _____

Work Performed: _____

_____

_____

Project Engineer of Record: _____ Total Cost: _____

Project Start (Month/Year): _____ Project End (Month/Year): _____

Was Project completed within the time frame specified in the contract? YES NO

If No, provide explanation: _____

_____

(BIDDER REFERENCES CONTINUED)

3. Name of Firm, City, County or Agency: _____

Address: _____

City/State/Zip: _____

Contact: _____ Title: _____

Telephone: _____ Fax: _____

Email Address: _____

Project Title / Location: _____

Work Performed: _____

_____

_____

Project Engineer of Record: _____ Total Cost: _____

Project Start (Month/Year): _____ Project End (Month/Year): _____

Was Project completed within the time frame specified in the contract? YES NO

If No, provide explanation: _____

_____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4.5 BID SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	NAME	ADDRESS
President		
Vice-President		
Secretary		
Treasurer		
Registered Agent		

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Bid, as principals, are as follows:

_____

_____

Post Office Address

BIDDER:

_____
(CORPORATE NAME)

_____
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: _____

_____ _____

4.6 BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Bid, as principals, are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

BIDDER

_____
(FIRM NAME)

Witnesses:

(SEAL)

_____
SIGNATURE AND E-MAIL ADDRESS

_____
PRINT NAME

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____
TELEPHONE

CITY in which fictitious name is registered.

_____
Attach a copy of proof of registration

4.7 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

VENDOR'S SIGNATURE PRINTED NAME

_____

NAME OF COMPANY

4.8 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____	_____
SIGNATURE	PRINTED NAME
_____	_____
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive

4.10 LICENSES, TRAININGS AND CERTIFICATIONS OF CONTRACTOR AND SUBCONTRACTORS

Please include in this section.

4.10 FORM BA-BLACKLIST AFFIDAVIT

BLACKLIST AFFIDAVIT

STATE OF _____}
}
COUNTY OF _____}

_____ being first duly sworn, deposes and says that he/she is the Owner, Partner, Officer, Representative or Agent) of _____ the Contractor that is to be awarded contract _____ do hereby certify.

"Contractor certifies that it does not and will not blacklist or refuse to conduct business with any company, government entity, or individual based on religion, race or national origin. Contactor understands that the City shall terminate any contract for cause where the City determines that the Contractor has blacklisted or refused to conduct business with any company, governmental entity, or individual based on religion, race or national origin.

By:_____
(signature)

_____
(print name)

Title:_____

Notary: State of _____, County of _____.

The above name person who has sworn to and subscribed before me this _____ day of _____, 20___and is personally known _____ or has produced _____as Identification.

_____ _____
Signature of Notary Print or Stamp Commissioned Name of Notary Public

4.10 NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being first duly sworn, deposes and says that:

(1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.

(2) Bidder has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the CITY OF NORTH MIAMI BEACH or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

Title _____

Subscribed and sworn to before me this
____day of _____,20___
My commission expires:

4.11 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees or elected officials of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires: _____

4.12 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to _____

by_____ for _____

(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____ If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement.

_____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statues, means a violation of any state or federal law by a person with respect to an directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "Affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes means:

    1. A predecessor or successor of a person convicted of a public entity crime, or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a *pooling* of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any

affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known_____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires_____

(Type of identification)

_____

(Printed, typed or stamped commissioned name of notary public)

4.13 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.citynmb.com ☐
2. www.demandstar.com ☐
3. Daily Business Review ☐
4. The Miami Herald ☐
5. Referral/word- of mouth ☐ Specify Source: _____
6. Search Engine/Internet search ☐
7. E-mail, newsgroup, online chat ☐ Specify Source:_____
8. Banner or Link on another website ☐
9. Flyer, newsletter, direct mail ☐ Specify Source:_____

Other ☐ Specify Source:_____

4.14 BID BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT _____as Principal,

and _____as Surety,

are held and firmly bound unto _____

Hereinafter called "Owner," in the sum of _____

_____ dollars, for the payment of which sum, well and (not less than 5 percent of the total amount of the bid)

truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the Bid Form(s)

Owner's Contract Documents entitled

"ITB 2016-04 CIVIL WORKS – AS NEEDED"

NOW THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required under the heading "Instructions to Bidders" bond with said contract Documents, enters into a written Contract of the form of agreement bound with said Contract Documents and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and material, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20__.

_____(SEAL)	_____ (SEAL)
(Principal)	(Surety)
By: _____	By:_____
(Signature)	(Signature)

(SEAL AND ATTACH NOTARIAL ACKNOWLEDGEMENT OF SURETY)

4.15 PUBLIC CONSTRUCTION CONTRACT BOND PERFORMANCE, PAYMENT AND GUARANTEE – PER PROJECT / WORK ORDER - AWARDED CONTRACTOR(S) ONLY

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

KNOW ALL PERSONS BY THESE PRESENTS THAT _____ _____ as principal and _____, a corporation organized under the laws of the State of _____ with its home office in the City of _____as surety (said principal and said surety hereinafter collectively being referred to as obligor), are held and firmly bound unto THE CITY OF NORTH MIAMI BEACH, FLORIDA, hereinafter called the obligee in the sum of _____($_____) lawful money of the United States of America, for the payment whereof to the obligee, the principal and surety respectively bind themselves, their successors, heirs and assigns, jointly and severally firmly by these presents, in accordance with Section 255.05(1), Florida Statutes.

Signed, sealed and dated this _____ day of _____, A.D. 20____

WHEREAS, the principal and obligee have entered into a written agreement, hereinafter called the "Agreement" for the construction complete of

ITB 2016-04 CIVIL WORKS – AS NEEDED – PROJECT TITLE

_____, in the City of North Miami Beach, Florida, pursuant to the Project Manual and Specifications for Bid No. 2016-04, opened_____, to which this Exhibit is attached.

as evidenced by contract and plans and specifications made a part thereof, entered into between the principal and obligee on the _____ day of _____ 20___, a copy of which contract may be attached hereto and is hereby referred to and made a part thereof.

NOW THEREFORE, the condition of the foregoing obligation is such that if the principal shall indemnify the obligee for all loss that the obligee may sustain by reason of the principal's failure to comply with any of the terms of the contract, then this obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance of the principal and surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation.

1. PERFORMANCE: Said principal (Contractor) shall well and truly perform, carry out and abide by all the terms, conditions and provisions of said contract and complete the work therein specified in accordance with the terms thereof and in the event said principal (Contractor) fails to perform said contract as aforesaid, it shall be the duty of the obligor herein to assume responsibility for the performance of said contract and to complete the work therein specified in accordance with the terms thereof, and the obligor herein shall and does hereby agree to indemnify the obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorney's fees, engineering and architectural fees or other professional services which said obligee may incur or which may accrue or be imposed upon it by reason of any negligence, default and/or misconduct on the part of the said contractor, and his agents, servants, and/or employees, in about, or an account of the construction of said work and performance of said contract by the said contractor, and shall repay to and reimburse to the said obligee, promptly upon demand, all sums of money including reasonable attorneys, architects, engineers and other professional services, each and every, reasonably paid out or expended by the said obligee on account of the failure and/or refusal of said contractor to carry out, do, perform, and/or comply with any of the terms and provisions of said contract at the time and in the manner therein provided.

2. PAYMENT: The principal will make payments to all persons supplying the principal labor, material and supplies used directly or indirectly by the principal or any subcontractor or subcontractors of the principal in the prosecution of the work provided for in said contract.

3. GUARANTEE:

A. Materials and workmanship: The principal will guarantee all materials and workmanship installed and performed under the contract for a period of one year after acceptance or work.

B. Successful operation (applying to all mechanical and electrical equipment and all devices and equipment having working parts). The principal will guarantee the successful operation of all mechanical and electrical equipment and all other devices and equipment having working parts for a period of one year after acceptance of the work.

4. SUBCONTRACTORS AND SUPPLIERS: Each and every person, natural and artificial, for whose benefit this bond has been executed, as disclosed by the test of this bond and of said contract, specifications, drawings, and all papers, and said agreement in instruments attached and made a part of the material, or supplies in furtherance of said contract, shall have the same several rights of suits or action upon this bond as if he or they were the obligee or obligees herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said obligees hereof.

5. COURT COSTS AND FEES: In each and every suit brought against the obligor upon this bond, in which the plaintiff shall be successful, there shall be assessed therein against the obligor herein, in favor of the plaintiff therein, reasonable counsel fees, engineers, architect and other expert witness fee, which the obligor hereby expressly agrees to pay as the part of the cost and expense of such suit.

6. ALTERATIONS, ADDITIONS AND CHANGES: That any and all alterations, additions or changes which may be made in the terms of said agreement or in the work to be done thereunder, or the giving by the owner of any extension of time for the performance of said agreement, or by any overpayment or premature payment made by owner to principal, or any forbearance whatsoever on the part of either the owner or the principal, or either or any of them, to the other, shall not in any way nor any extent whatsoever release the principal and the surety, or either of them, from liability hereunder, notice to the surety of any such alterations, additions, changes, extensions, overpayment, premature payments and forbearances being hereby waived.

IN WITNESS WHEREOF the said principal and said surety hereto have caused these presents to be executed this day of _____ 20___.

Signed, sealed and delivered in the presence of:

_____ (SEAL)

By: _____

_____

_____

As to Principal

Attest

_____ Secretary

Signed, sealed and delivered in the presence of:

_____

_____

As to Surety

Attorney-in-fact

_____

Florida Resident Agent

NOTE: If both principal and surety are corporations, the respective corporate seals shall be affixed and attached. ***Power of Attorney to be attached.***

APPROVED AS TO FORM:

_____

CITY ATTORNEY

4.16 LIST OF SUBCONTRACTORS

ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

OWNER: **City of North Miami Beach, FL**

CONTRACTOR: _____

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mill, or Shop	Percent of Total Contract	Specific Description of Subcontract

Attach licenses of Subcontractors as applicable.

Attachment B

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides the Bidder's workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any City Work site.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Bid Requirements Checklist

Bidder has attached all documents listed and any other pertinent information. The items listed are to be executed by an authorized agent of the Bidder, notarized (if applicable), and submitted as a condition to this Invitation to Bid.

One (1) original and One (1) copy of bid provided	Yes__ No__
One flash drive/CD containing a single PDF file of original submission	Yes__ No__
All addenda signed and included (if applicable)	Yes__ No__
Bid Form/Bid Submittal Required Forms – (Section 4)	Yes__ No__
Bid Bond Form with notarial acknowledgement of Surety	Yes__ No__
Licenses, Trainings and Certifications of Contractor and Subcontractor(s)	Yes__ No__
Business Tax Receipt	Yes__ No__
Current Certificate of Liability Insurance	Yes__ No__

This checklist is provided as a courtesy to the Bidder to aid in preparation of bid response. Bidder is solely responsible for including all items as specified herein.

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP A

DEMOLITION AND SITE PREPARATION

See Bid Specification Section of this contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
A1	CLEARING, GRUBBING, REMOVAL AND DISPOSAL OF MATERIALS PER CURRENT MIAMI-DADE COUNTY PUBLIC WORKS MANAL PART II, ROAD SPECIFICATIONS SECTION 24 - CLEARING AND GRUBBING, TREE REMOVAL UP TO TWELVE (12") INCHES TRUNK DIAMETER INCLUDED	SY	3,500		$ -
A2	SAW CUT, REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT UP TO TWO (2") INCHES THICK	SY	2,500		$ -
A3	ADDITIONAL COST PER ONE (1") INCH THICKNESS AFTER TWO (2") INCHES TO SAW CUT, REMOVE AND DISPOSE OF ASPHALT PAVEMENT	SY	1,000		$ -
A4	1 INCH THICK MILLING, REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT (FIRST 50 SQUARE YARDS)	SY	15,000		$ -
A5	1 INCH THICK MILLING, REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT (AFTER FIRST 50 SQUARE YARDS)	SY	1,500		$ -
A6	MILL ADDITIONAL 1 INCH THICK ASPHALT PAVEMENT, REMOVE AND DISPOSE AFTER THE FIRST INCH OF MILLED PAVEMENT	SY	15,000		$ -
A7	SAWCUT,REMOVAL, AND DISPOSAL OF EXISTING CONCRETE SIDEWALK OR SLAB UP TO 4 INCHES THICK	SY	2,500		$ -
A8	SAWCUT, REMOVAL, AND DISPOSAL OF CONCRETE SIDEWALK OR SLAB MORE THAN 4 INCHES UP TO 6 INCHES THICK	SY	1,000		$ -
A9	SAWCUT, REMOVAL, AND DISPOSAL OF EXISTING CONCRETE SIDEWALK OR SLAB FOR EACH ADDITIONAL INCH OF THICKNESS AFTER 6 INCHES	SY	600		$ -
A10	SAWCUT,REMOVAL,AND DISPOSAL OF EXISTING CONCRETE TYPE" D" CURB	LF	100		$ -
A11	SAWCUT, REMOVAL, AND DISPOSAL OF EXISTING CONCRETE TYPE "F" CURB AND GUTTER	LF	1,500		$ -
A12	SAWCUT,REMOVAL, AND DISPOSAL OF EXISTING CONCRETE 24 INCH VALLEY GUTTER	LF	1,500		$ -
A13	REMOVAL,AND DISPOSAL OF EXISTING CMP / HDPE DRAINAGE PIPE (DEMOLITION ONLY)	LF	500		$ -
A14	REMOVAL, AND DISPOSAL OF EXISTING CONCRETE DRAINAGE PIPE (DEMOLITION ONLY)	LF	500		$ -
A15	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRAINAGE STRUCTURE UP TO 48 INCHES ROUND OR SQUARE (DEMOLITION ONLY)	EA	5		$ -
A16	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRAINAGE STRUCTURE LARGER THAN 48 INCHES OR SQUARE (DEMOLITION ONLY)	EA	5		$ -
A17	REMOVAL AND DISPOSAL OF EXISTING ASBESTOS PIPE UP TO 12 INCHES IN DIAMETER PER MD-DERM AND EPA REQUIREMENTS AND SHALL INCLUDE THE DISPOSAL PERMIT	LF	200		$ -
	TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A17 INCLUSIVE:				
	Total	$ -			
	Bidder:				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP B					
UTILITY ADJUSTMENTS					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	**DESCRIPTION**	**UNIT**	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE BID**	**EXTENDED AMOUNT**
B1	ADJUSTMENT OF EXISTING VALVE BOX, SET TO FINISH GRADE	EA	20		
B2	ADJUSTMENT OF EXISTING CATCH BASIN FRAME AND GRATE, SET TO FINISH GRADE	EA	5		
B3	ADJUSTMENT OF EXISTING MANHOLE RING AND COVER, SET TO FINISH GRADE	EA	5		
B4	ADJUSTMENT OF EXISTING UTILITY BOX, WITH SIZE UP TO 24 INCHES WIDE X 36 INCHES LONG, SET TO FINISH GRADE	EA	10		
B5	ADJUSTMENT OF EXISTING UTILITY BOX, WITH SIZE LARGER THAN 24 INCHES WIDE X 36 INCHES LONG, SET TO FINISH GRADE	EA	6		
B6	RELOCATE EXISTING MIAMI-DADE COUNTY TRAFFIC REGULATORY SIGN PER MUTCD AND MDCPW STANDARD SPECIFICATION	EA	5		
B7	RELOCATE EXISTING CITY OF NORTH MIAMI BEACH MAINTAINED SIGN PER MDCPW STANDARD SPECIFICATION	EA	5		
	TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B7 INCLUSIVE:				
	Total	**$**			
	Bidder:				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP C
GRADING AND PAVING

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C1	TYPE S-1 STRUCTURAL COURSE ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED	SY	2,000		$ -
C2	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED	SY	2,000		$ -
C3	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MANUAL LAYED	SY	1,000		$ -
C4	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MANUAL LAYED	SY	1,000		$ -
C5	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED	SY	4,000		$ -
C6	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1.5 INCH THICK) MACHINE LAYED	SY	5,000		$ -
C7	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1-INCH THICK) MANUAL LAYED	SY	5,000		$ -
C8	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1.5 INCH THICK) MANUAL LAYED	SY	5,000		$ -
C9	SUPERPAVE SP-9.5 ASPHALTIC CONCRETE PAVEMENT (1-INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS	SY	5,000		$ -
C10	SUPERPAVE SP-9.5 ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACINE LAYED PER FDOT SPECTIFIACTIONS	SY	2,500		$ -
C11	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS.	SY	5,000		$ -
C12	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT(1.5 INCHES THICK) MACHINE LAYED PER FDOT SPECIFICATIONS	SY	5,000		$ -
C13	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS.	SY	5,000		$ -
C14	FC-9.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT(1 INCH THICK) MACHINE LAYED PER FDOT STANDARDS	SY	5,000		$ -
C15	FC-9.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT(1.5 INCH THICK) MACHINE LAYED PER FDOT STANDARDS	SY	5,000		$ -
C16	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED PER FDOT STANDARDS	SY	1,000		$ -
C17	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT ADDITIONAL 1 INCH MACHINE LAYED PER FDOT STANDARDS	SY	1,000		$ -
C18	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED PER FDOT STANDARDS	SY	1,000		$ -
C19	SUBGRADE, GRADING,COMPACTION STABLIZATION @ 98% DENSITY (12 INCH THICK @ 2 LIFTS OF 8 INCHES, WITH COMMERCIAL STABLIZING MATERIAL MEETING THE REQUIREMENTS OF MDCPW SPECIFICATION	SY	3,000		$ -
C20	SUBGRADE,GRADING, COMPACTION STABLIZATION @ 98% DENSITY (12-INCH THICK) @ 2 LIFTS OF 6 INCHES THICK, WITH COMMERICAL STABLIZING MATERIAL MEETING THE REQUIREMENTS OF FDOT SPECIFICATION FOR ROAD BED CONSTRUCTION	SY	3,000		$ -
C21	LIMEROCK BASE, FDOT GROUP 4 (6 INCHES THICK) INCLUDING GRADING AND COMPACTION STABLIZATION @ 98 % DENSITY, TACKED COAT OR PRIMED PER THE REQUIREMENTS OF FDOT SPECIFICATIONS	SY	500		$ -
C22	LIMEROCK BASE, FDOT GROUP 6 (8 INCHES THICK) INCLUDING GRADING AND COMPACTION STABLIZATION @ 98 % DENSITY, TACKED COAT OR PRIMED PER THE REQUIREMENTS OF FDOT SPECIFICATIONS	SY	2,000		$ -
C23	LIMEROCK BASE (6 INCHES THICK) INCLUDING GRADING AND COMPACTION @ 98 % DENSITY, TACK COAT OR PRIMED PER THE REQUIREMENTS OF MDCPW SPECIFICATIONS	SY	500		$ -
C24	LIMEROCK BASE (8 INCHES THICK) INCLUDING GRADING AND COMPACTION @ 98 % DENSITY, TACK COAT OR PRIMED PER THE REQUIREMENTS OF MDCPW SPECIFICATIONS	SY	2,000		$ -
C25	EACH ADDITIONAL 2 INCHES OF LIMEROCK BASE MATERIAL UNDER PAVEMENT	SY			$ -
C26	REWORK, SCARIFY, RE-GRADE AND COMPACT FIRST 2 INCHES OF LIMEROCK BASE UNDER PAVEMENT	SY	2,000		$ -
C27	CONCRETE SIDEWALK OR SLAB (4 INCHES THICK) PER FDOT CLASS 1 MIX	SY	500		$ -
C28	CONCRETE SIDEWALK OR SLAB (6 INCHES THICK) PER FDOT CLASS 1 MIX	SY	500		$ -
C29	CONCRETE SIDEWALK OR SLAB (4 INCHES THICK) CLASS 1 CONCRETE PLANT MIX 3,000 PSI IN 28 DAYS PER MDCPW MIX SPECIFICATION	SY	500		$ -
C30	CONCRETE SIDEWALK OR SLAB (6 INCHES THICK) CLASS 1 CONCRETE PLANT MIX 3,000 PSI IN 28 DAYS PER MDCPW MIX SPECIFICATION	SY	100		$ -
C31	ADDITIONAL COST FOR PLANT MIX COLORED CONCRETE	SY	100		$ -
C32	ADDITIONAL COST FOR CONCRETE PATTERN OR STAMPING	SY	100		$ -
C33	CONCRETE VALLEY GUTTER PER FDOT / MDCPW SPECIFICATIONS	LF	50		$ -
C34	TYPE "D" CONCRETE CURB	LF	1,000		$ -
C35	TYPE "F" CONCRETE CURB AND GUTTER PER FDOT / MDCPW SPECIFICATIONS	LF	2,000		$ -
C36	ADDITIONAL COST FOR CURB ANO GUTTER CONCRETE PLANT MIX COLOR PER SQUARE YARD.	SY	200		$ -
C37	24 INCHES X 48 INCHES YELLOW TRUNCATED DOME DETECTABLE WARNING TILE CAST IN CONCRETE RAMP PER ADA STANDARD REQUIREMENTS	EA	30		$ -
C38	24 INCHES X 60 INCHES YELLOW TRUNCATED DOME DETECTABLE WARNING TILE CAST IN CONCRETE RAMP PER ADA STANDARD REQUIREMENTS	EA	15		$ -
C39	WALKWAY PAVERS INSTALLATION PER ASTM C902, 8,000 PSI WITH 2" LEVELING SAND BED FOR PEDESTRIANS AND LIGHT TRAFFIC APPLICATIONS	SY	200		$ -
C40	DRIVEWAY PAVERS INSTALLATION PER ASTM C1272, 8,000 PSI SET ON A CONCRETE OR BITUMINOUS BED (TYPE R) FOR HEAVY VEHICULAR TRAFFIC APPLICATION	SY	100		$ -
C41	DRIVEWAY PAVERS INSTALLATION PER ASTM C1272, 10,000 PSI SET ON 2" LEVELING SAND BED FOR HEAVY VEHICULAR TRAFFIC APPLICATION	SY	150		$ -
C42	REWORK, SCARIFY, RE-GRADE AND COMPACT FIRST 2 INCHES OF LIMEROCK BASE UNDER PAVEMENT	SY	2,000		$ -

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP D
STORMWATER DRAINAGE

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D1	EXFILTRATION TRENCH, 24" HDPE PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	600		
D2	EXFILTRATION TRENCH, 24" HDPE PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100		
D3	EXFILTRATION TRENCH, 18" HDPE PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	100		
D4	EXFILTRATION TRENCH, 18" HDPE PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100		
D5	EXFILTRATION TRENCH, 24" ALUMINUM PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	100		
D6	EXFILTRATION TRENCH, 24" ALUMINUM PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100		
D7	EXFILTRATION TRENCH, 18" ALUMINUM PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	100		
D8	EXFILTRATION TRENCH, 18" ALUMINUM PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100		
D9	BMP SNOUT BAFFLE 24R FOR 18" PIPE AND ROUND STRUCTURE	EA	4		
D10	BMP SNOUT BAFFLE 24F FOR 18" PIPE AND SQUARE STRUCTURE	EA	5		
D11	BMP SNOUT BAFFLE 30R FOR 24" PIPE AND ROUND STRUCTURE	EA	5		
D12	BMP SNOUT BAFFLE 30F FOR 24" PIPE AND SQUARE STRUCTURE	EA	10		
D13	BMP SNOUT BAFFLE 54R FOR 36" PIPE AND ROUND STRUCTURE	EA	2		
D14	BMP SNOUT BAFFLE 54F FOR 36" PIPE AND SQUARE STRUCTURE	EA	2		
D15	FRAME AND GRATE USF 5129-5178 FOR CURB INLET OR CNMB APPROVED EQUAL	EA	10		
D16	HINGED FRAME AND GRATE USF 4700-5223 FOR PARKING LOT CATCH BASIN INLET OR CNMB APPROVED EQUAL	EA	15		
D17	FRAME AND GRATE USF 5112-5143 FOR VALLEY GUTTER INLET OR CNMB APPROVED EQUAL	EA	10		
D18	RETICULINE DITCH BOTTOM INLET STEEL GRATE USF 5657 OR CNMB APPROVED EQUAL	EA	5		
D19	RETICULINE DITCH BOTTOM INLET STEEL GRATE USF 5645 OR CNMB APPROVED EQUAL	EA	5		
D20	FRAME AND GRATE USF 6210 OR CNMB APPROVED EQUAL	EA	5		
D21	FRAME AND GRATE USF 6212 FOR TYPE C 24" X 37" CB OR CNMB APPROVED EQUAL	EA	5		
D22	FRAME AND GRATE USF 5610 OR CNMB APPROVED EQUAL	EA	5		
D23	FRAME AND GRATE USF 5811 OR CNMB APPROVED EQUAL	EA	5		
D24	USF 420 MANHOLE RING AND EV COVER 29-5/8" OPENING WITH CITY SEAL	EA	5		
D25	USF 1120 MANHOLE RING AND T COVER 34-1/4" OPENING WITH CITY SEAL	EA	5		
D26	18-INCH DIAMETER SOLID HDPE PIPE	LF	60		
D27	18-INCH DIAMETER SOLID HDPE PIPE	LF	40		
D28	24-INCH DIAMETER SOLID HDPE PIPE	LF	40		
D29	30-INCH DIAMETER SOLID HDPE PIPE	LF	40		
D30	36-INCH DIAMETER SOLID HDPE PIPE	LF	60		
D31	18-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	100		
D32	18-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	60		
D33	24-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	100		
D34	30-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	40		
D35	36-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	60		
D36	18-INCH DIAMETER SOLID FRCP PIPE	LF	00		
D37	18-INCH DIAMETER SOLID FRCP PIPE	LF	40		
D38	24-INCH DIAMETER SOLID FRCP PIPE	LF	60		
D39	30-INCH DIAMETER SOLID FRCP PIPE	LF	40		
D40	36-INCH DIAMETER SOLID FRCP PIPE	LF	60		
D41	FDOT TYPE-C CATCH BASIN 24" X 37" WITH 2-FOOT SUMP CONCRETE DRAINAGE STRUCTURE UP TO 60" DEEP	EA	15		
D42	ADDITIONAL COST PER FOOT OF DEPTH FOR FDOT TYPE-C CATCH BASIN 24" X 37" WITH 2-FOOT SUMP CONCRETE DRAINAGE STRUCTURE OVER 60" DEEP	EA	5		
D43	36" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	6		
D44	ADDITIONAL COST PER FOOT OF DEPTH FOR 36" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2		
D45	42" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	4		
D46	ADDITIONAL COST PER FOOT OF DEPTH FOR 42" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2		
D47	48" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	4		
D48	ADDITIONAL COST PER FOOT OF DEPTH FOR 48" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2		
D49	60" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	5		
D50	ADDITIONAL COST PER FOOT OF DEPTH FOR 60" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2		
D51	48" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	4		
D52	ADDITIONAL COST PER FOOT OF DEPTH FOR 48" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR FRENCH DRAIN	EA	2		
D53	60" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	5		
D54	ADDITIONAL COST PER FOOT OF DEPTH FOR 60" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR FRENCH DRAIN	EA	2		
D55	72" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	1		
D56	ADDITIONAL COST PER FOOT OF DEPTH FOR 72" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR FRENCH DRAIN	EA	1		
D57	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 6-INCH OR LESS DIAMETER PIPE	EA	1		
D58	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 8-INCH DIAMETER PIPE	EA	1		
D59	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 10-INCH DIAMETER PIPE	EA	1		
D60	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 12-INCH DIAMETER PIPE	EA	1		
D61	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 15-INCH DIAMETER PIPE	EA	5		
D62	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 18-INCH DIAMETER PIPE	EA	2		
D63	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 24-INCH DIAMETER PIPE	EA	2		
D64	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 36-INCH DIAMETER PIPE	EA	5		
D65	VACUUM TRUCK CLEANING OF EXISTING DRAINAGE STRUCTURES	PER HR	1		
D66	VACUUM TRUCK CLEANING OF EXISTING DRAINAGE PIPES	PER HR	1		
D67	COMPRESSED AIR LIFT CLEAN, REMOVE AND DISPOSE SEDIMENTS OR SLUDGE AND REHABILITATE EXISTING DRAINAGE WELL (24" TO 36" DIAMETER CASING)	PER HR	1		
	TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D67 INCLUSIVE:				
	Total			$ -	
	Bidder:				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP E
TRAFFIC SIGNS AND PAVEMENT MARKINGS

See Bid Specification Section of this contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
E1	4-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	2,000		$ -
E2	6-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	1,000		$ -
E3	8-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250		$ -
E4	10-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250		$ -
E5	12-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	500		$ -
E6	16-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250		$ -
E7	24-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	500		$ -
E8	12-INCH WIDE ARROW, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	20		$ -
E9	LETTERING PER LETTER, LESS THAN 12" HIGH, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	25		$ -
E10	LETTERING PER LETTER, BETWEEN 12" - 24" HIGH, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	30		$ -
E11	HANDICAP 5' WIDE AND 16'-18' LONG ACCESS AISLE PAVEMENT MARKING THERMOPLASTIC	EA	20		$ -
E12	HANDICAP SYMBOL PAVEMENT MARKING THERMOPLASTIC	EA	20		$ -
E13	HANDICAP SYMBOL IN BLUE 4' X 4' BACKGROUND PAVEMENT MARKING THERMOPLASTIC	EA	20		$ -
E14	4-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	2,000		$ -
E15	6-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	2,000		$ -
E16	8-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250		$ -
E17	10-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250		$ -
E18	12-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	500		$ -
E19	16-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250		$ -
E20	24-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	500		$ -
E21	12-INCH WIDE ARROW, WHITE, YELLOW, GREEN OR BLUE LATEX	LF	20		$ -
E22	LETTERING PER LETTER, LESS THAN 12" HIGH, WHITE, YELLOW, GREEN OR BLUE LATEX	EA	20		$ -
E23	LETTERING PER LETTER, BETWEEN 12" - 24" HIGH, WHITE, YELLOW, GREEN OR BLUE LATEX	EA	30		$ -
E24	HANDICAP 5' WIDE AND 16'-18' LONG ACCESS AISLE PAVEMENT MARKING LATEX	EA	20		$ -
E25	HANDICAP SYMBOL PAVEMENT MARKING LATEX	EA	20		$ -
E26	HANDICAP SYMBOL IN BLUE 4' X 4' BACKGROUND PAVEMENT MARKING LATEX	EA	20		$ -
E27	REFLECTIVE PAVEMENT MARKERS (RPM)	EA	100		$ -
E28	REFLECTIVE DELINEATOR MARKERS (TUBE OR PANEL)	EA	50		$ -
E29	BABY CARRIAGE SIGN & POST IN CONCRETE	EA	5		$ -
E30	BABY CARRIAGE SIGN & POST IN ASPHALT/GROUND	EA	2		$ -
E31	BABY CARRIAGE SIGN & POST WALL MOUNTED	EA	5		$ -
E32	CONCRETE WHEELSTOP	EA	50		$ -
E33	CONCRETE WHEELSTOP (PAINTED)	EA	50		$ -
E34	HANDICAP SIGN - POST IN CONCRETE	EA	20		$ -
E35	HANDICAP SIGN - POST IN ASPHALT/GROUND	EA	20		$ -
E36	HANDICAP SIGN - WALL MOUNTED	EA	5		$ -
E37	4' HIGH X 4" DIAMETER CONCRETE FILLED DUCTILE PIPE PAINTED BOLLARD @ 2' DEEP 8" DIA CONCRETE FOUNDATION	EA	20		$ -
E38	SEALCOATING INCLUDING SWEEPING AND DEGREASING UP TO 3000 SF PER JOB	SY	1,000		$ -
E39	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 3000 - 10,000 SF PER JOB	SY	2,000		$ -
E40	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 10,000 - 20,000 SF PER JOB	SY	4,000		$ -
E41	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 20,000 - 50,000 SF PER JOB UP	SY	8,000		$ -
E42	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 50,000 SF PER JOB	SY	8,000		$ -
	TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E42 INCLUSIVE:				
	Total	$ -			
	Bidder:				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP F

See Bid Specification Section of this contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
F1	BARRICADES TYPE I & II AND SIGNS MORE THAN 5 UNITS PER DAY	EA	150		$ -
F2	BARRICADE TYPE III (6-FOOT LONG) PER DAY	EA	20		$ -
F3	PLASTIC DRUMS PER DAY	EA	20		$ -
F4	JERSEY WALL CONCRETE OR WATER FILLED PER DAY	EA	10		$ -
F5	TRAILER MOUNTED ELECTRONIC ARROW BOARD PER DAY	EA	10		$ -
F6	TRAILER MOUNTED ELECTRONIC READER BOARD PER DAY	EA	10		$ -
F7	FLAGMAN PER HOUR	EA	10		$ -
F8	PLASTIC ORANGE SAFETY FENCING WITH 3/4" SUPPORT REBARS AND PLASTIC SAFETY CAP @ MAXIMUM 10' O.C. (WHERE APPLICABLE)	LF	500		$ -
F9	PLASTIC ORANGE SAFETY CONES PER DAY	EA	500		$ -
F10	TRAFFIC STEEL PLATE	EA	10		$ -
	TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F10 INCLUSIVE:				
	Total	$ -			
	Bidder:				

BID FORM
CIVIL WORKS
FORM BP (BID PRICING)

GROUP G

WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G1	4 FEET DEEP PRECAST MANHOLE FOR BUTTERFLY VALVE 30 INCHES IN DIAMETER OR LARGER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. WS 3.14. WITH FRAME AND COVER	EA	4		$ -
G2	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST MANHOLE FOR BUTTERFLY VALVE 30 INCHES IN DIAMETER OR LARGER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. WS 3.14. WITH FRAME AND COVER GREATER THAN 4 FEET DEEP	EA	2		$ -
G3	TYPE "A" MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 4.0.	EA	12		$ -
G4	CONCRETE PRECAST STANDARD SEWER MANHOLE 5 FEET DEEP WITH FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 6.0 - 6.2.	EA	3		$ -
G5	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST STANDARD SEWER MANHOLE WITH FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 6.0 - 6.2. GREATER THAN 5 FEET DEEP	EA	2		$ -
G6	4 FEET DEEP OR LESS CONCRETE PRECAST SHALLOW MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 7.0.	EA	3		$ -
G7	4 FEET DEEP OR LESS CONCRETE PRECAST DROP CONNECTION MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 9.0.	EA	2		$ -
G8	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST DROP CONNECTION MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 9.0. GREATER THAN 4 FEET DEEP	EA	2		$ -
G9	4 FEET DEEP OR LESS CONCRETE PRECAST CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 15.0.	EA	3		$ -
G10	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 15.0. GREATER THAN 4 FEET DEEP	EA	2		$ -
G11	4 FEET DEEP OR LESS CONCRETE PRECAST PLUG VALVE AND CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 16.0.	EA	2		$ -
G12	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST PLUG VALVE AND CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 16.0. GREATER THAN 4 FEET DEEP	EA	2		$ -
G13	4 FEET DEEP OR LESS, 5 FEET WIDE X 5 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2		$ -
G14	ADDITIONAL COST PER FOOT OF DEPTH FOR A 5 FEET WIDE X 5 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2		$ -
G15	4 FEET DEEP OR LESS, 5 FEET WIDE X 6 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2		$ -
G16	ADDITIONAL COST PER FOOT OF DEPTH FOR A 5 FEET WIDE X 6 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2		$ -
G17	4 FEET DEEP OR LESS, 6 FEET WIDE X 6 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2		$ -
G18	ADDITIONAL COST PER FOOT OF DEPTH FOR A 6 FEET WIDE X 6 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2		$ -
G19	4 FEET DEEP OR LESS, 6 FEET WIDE X 6 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2		$ -
G20	ADDITIONAL COST PER FOOT OF DEPTH FOR A 6 FEET WIDE X 6 FEET LONG WITH 6 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2		$ -

TOTAL BID FOR GROUP "G" - ITEMS G1 THROUGH G20 INCLUSIVE:

Total $ -

Bidder:

NAME OF BIDDER: _____

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP H					
CONCRETE SIDEWALK GRINDING					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE BID**	**EXTENDED AMOUNT**
H1	CONCRETE SIDEWALK GRINDING TO MEET ADA REQUIREMENTS. CALCULATED AT AVERAGE HALF (1/2) INCH THICK INCREMENT FOR 4 FEET WIDE SIDEWALK	EA	500		$ -
H2	CONCRETE SIDEWALK GRINDING TO MEET ADA REQUIREMENTS. CALCULATED AT AVERAGE HALF (1/2) INCH THICK INCREMENT FOR 5 FEET WIDE SIDEWALK	EA	1,000		$ -
	TOTAL BID FOR GROUP "I" - ITEMS H1 THROUGH H2 INCLUSIVE:				
	Total	**$**	-		
	Bidder:				

Exhibit “B”

Arrow Asphalt & Engineering, Inc.
Company Submitting Bid

INVITATION TO BID

ITB NO:	**2016-04**
TITLE:	**CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)**
ADVERTISEMENT:	**July 6, 2016**
NON-MANDATORY PRE-BID CONFERENCE:	**July 20, 2016 TIME: 2:00 PM** **NORTH MIAMI BEACH CITY HALL COUNCIL CHAMBERS** **17011 NORTH EAST 19th AVENUE,** **2ND FLOOR** **NORTH MIAMI BEACH, FLORIDA 33162**
DUE DATE:	**August 4, 2016 TIME: 2:00 PM**
SUBMIT TO:	**CITY OF NORTH MIAMI BEACH** **PROCUREMENT MANAGEMENT DIVISION** **Attn: JOEL WASSERMAN, CPPO** **17011 NORTH EAST 19th AVENUE,** **ROOM 315** **NORTH MIAMI BEACH, FLORIDA 33162**
REVIEW MEETING:	**August 9, 2016 TIME: 2:00 PM**
COUNCIL APPROVAL:	**August 16, 2016**
BONDS:	**5% BID BOND** **100% PERFORMANCE AND PAYMENT BOND (Per Work Order)**

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CITY OF NORTH MIAMI BEACH
ITB NO. 2016-04
INVITATION TO BID
CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

July 6, 2016

The City of North Miami Beach ("City"), Florida invites qualified contractors to submit bid responses no later than **2:00 PM EST Thursday, August 4, 2016** for **CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)**. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.citynmb.com/purchasing or at DemandStar.com.

The City seeks to establish an as-needed continuing contract with a qualified and experienced General Contractor to perform civil works (roadway and drainage repairs and projects) per plans and specifications (if applicable). Work will include but not be limited to the following under a unit price agreement: Construction, maintenance and restoration services for the public right-of-way, water and sewer infrastructure and appurtenances. Refer to Section 2.2 and 2.3 for Minimum qualifications and license requirements. The selection of the successful Bidder shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all bid responses.

A Non-Mandatory Pre-Bid Conference will be held on Wednesday, July 20, 2016 at 2:00 PM in City Hall Council Chambers, 2nd Floor located at 17011 NE 19th Ave. North Miami Beach, FL 33162. Bidders are encouraged to attend the pre-bid conference. Questions regarding this solicitation shall be submitted in writing to bids@citynmb.com no later than 5:00 PM on Tuesday July 26, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Bidders shall submit **One (1) original complete proposal package, Five (5) duplicate copy of the original and One (1) flash drive or CD-ROM copy**, of the original to the **City of North Miami Beach Procurement Management Division – Attention: Chief Procurement Officer, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above. All packages shall be clearly marked **ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)**. The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be considered and will be deemed non-responsive and not considered for award.**

Bid responses will be publicly opened and firm names read aloud in the City Hall 2nd Floor Council Chambers on the due date/time above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Joel Wasserman, CPPO

Chief Procurement Officer
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation.

Failure to comply with the "Cone of Silence may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section *2-11.1 of Miami Dade County Code.*

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day or Day: Every day shown on the calendar unless otherwise specifically stated.

Completion Time means the number of calendar days specified for the completion of a Project, which may be a single project under a contract or multiple projects where a Work Order establishes the timeframe for completion of each Project.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Council.

Construction Change Directive means a written directive to effect changes to the Work, issued by the Project Manager that may affect the Contract price or time.

Construction Schedule means a schedule of the Work to be performed, as defined and required by the Contract Documents.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules, Shop Drawings, Work Orders, Work Order Proposals, clarifications, directives, payments, and other such documents issued under or relating to the Contract.

Consultant, A/E of Record or Engineer means a firm that has entered into a separate agreement with the City for the provision of design/engineering or construction administration services for a Project

Contract Manager: North Miami Beach's City Manager or her designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City or Owner: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the City of a breach of the Contract Documents, which shall be performed at no cost to the City, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the City identifying the deficiencies and the time to Cure.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Defective Work means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

Design Documents, Plans, Drawings, or Sketch means any construction plans and specifications or graphic

representation.

Inspector means an authorized representative of the City assigned to make necessary inspections of materials furnished by the Contractor and of the Work performed by the Contractor. The City, at is sole discretion may hire a professional consultant to perform the inspections.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Chief Procurement Officer.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans or Drawings: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents or Work Order, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project(s). Multiple departments will be utilizing this Contract and each department will appoint a Project Manager to represent their department.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI shall set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Scope of Service or Specifications: Document which details the work to be performed by the Contractor.

Subcontractor or Sub-consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

Substantial Completion means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance shall not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy shall not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract, including but not limited to all labor, materials, equipment and services, whether or not specifically stated for the Contractor to fulfill its obligations under the Contract Documents.

Work Order means a document issued by the City awarding a specific Project or Project(s) to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the City for Work to be performed on a Project(s).

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed"**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get document, specifications and updates go to

www.citynmb.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Council, the City Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at bids@citynmb.com.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.

C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The Bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. A Bid shall be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

F. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

Bid Prices are to include all labor, materials, equipment, overhead/indirect expenses and profit/margin, necessary for completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

The City of North Miami Beach is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the Bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. For Substitutions Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

C. For Substitutions Bidders must submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

D. The City shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Price Submittal Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of

the ITB. All Bids shall be typewritten or filled in with pen and ink, and must be signed by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document shall be initialed by the signatory of the Bid.

B. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Chief Procurement Officer, Joel Wasserman, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the Bidder, the Bid number, the date and hour of the Bid opening, and the Bid name shall be placed on the outside of the envelope.

C. The Bid Form may contain multiple line items and the Bidder shall provide prices for all line items and shall provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount shall result in the Bid being found non-responsive.

D. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped in Room 315 prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.

E. Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The City at its sole option may read the Bid prices. Late Bids will not be opened. The City is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended.

F. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.

G. Bids should be submitted in duplicate. Submit one original **signed in blue ink** and five copies of the original. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

H. The Bidder represents and warrants that the Bidder is not in arrears to the City and is not a defaulter as a surety or otherwise upon any obligation to the City. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the City of any change during the term of the Contract.

I. Bidder by submitting its Bid certifies that it is qualified and capable of performing the Work required under the Contract. As part of the Bid, the Bidder shall include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. If the Contractor is deemed to not meet this requirement during the performance of the Work, the Contractor shall be in default of the Contract Documents.

1.8 ADDENDA

All questions about the meaning or intent of the ITB, including any drawings, or specifications shall be directed in writing and submitted by e-mail to the Procurement Division, at bids@citynmb.com. Interpretation or clarifications considered necessary by the City in response to such questions will be issued by means of addenda. . It is the sole responsibility of the Bidder to obtain all addenda The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. Only questions answered by written addenda are binding. Oral and other interpretation or clarifications will be without legal effect.. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid or signing the addenda form. Failure to include signed formal Addenda or the Addenda Form in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

A. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

B. *UNBALANCED BIDS WILL BE REJECTED.* The City reserves the right to reject any Bid where line item pricing is determined to be unbalanced. Such determination shall be made at the sole discretion of the City. An Unbalanced Bid, which shall be determined at the sole discretion of the City, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions or a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

C. Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law

or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the City or where the City has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsible.

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing and submitted to the Chief Procurement Officer.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only Bids or Proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late and considered non-responsive.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Technical Specifications, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Technical Specifications, and the Bid Submittal Section.

1.13 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.14 DISCOUNTS

A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.15 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of a Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); meet the minimum qualifications as stated in Article 2.22; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.16 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City

City of North Miami Beach
Attention: Judeen Johnson
Phone: 305-948-2983
Fax: 305-957-3502
E-mail: Judeen.Johnson@citynmb.com
and,

To the Procurement Office:

Joel Wasserman, CPPO
Chief Procurement Officer
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Fax: (305) 957-3522
Email: bids@citynmb.com

To the City Attorney:
Jose Smith
City Attorney
17011 NE 19th Avenue, Suite 416
North Miami Beach, FL 33162
Phone: (305) 948-2939
Fax: (305) 787-6004
Email: jose.smith@citynmb.com

To the Contractor

(INTENIONALLY LEFT BLANK)

Notices will be sent to the Contractor at the physical address, e-mail address and to the person listed in the Contractor's proposal, as applicable.

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

1.17 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of North Miami Beach. The Contractor shall supply competent and physically capable employees and the City is authorized to 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.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.18 AWARD OF BID

Award will be made only to responsive and responsible, Bidder(s) possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

A. The Review Committee will make a recommendation based upon the lowest responsive and responsible Bidder(s) whose bid conforms to the Invitation for Bids and is most advantageous to the City. If lowest fails to comply, then the second will be called upon, and so on.

B. The City, in its sole discretion may award a contract to more than one Bidder.

C. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

D. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the city, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

E. Successful Bidder shall be notified in writing of award.

F. Delivery of materials and/or services shall be performed upon receipt by successful Bidder of a numbered, signed purchase order.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The Bidder must file a notice of protest in writing to the Chief Procurement Officer within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest, which meets all of the requirements stated below. The notice of protest must be either, hand-delivered and date and time stamped by the Procurement Division, or sent via certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.

B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

C. Only a Bidder whose bid is timely received and fully complies with all terms and conditions of the bid, and has been deemed responsive may protest an award.

D. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious threat to the public health, safety, or welfare.

E. Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either hand-delivered and date and time stamped by the City Manager's Office, or sent via certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager, which shall be based solely on the documentation submitted as part of the formal protest together with any information or documentation obtained by the Chief Procurement Officer will be final and submitted with his/her recommendation to the City Council if the award exceeds $50,000.00.

Any person who files a formal written protest shall post with

the Chief Procurement Officer, at the time of filing the formal written protest, a cashier's check made payable to the City of North Miami Beach in an amount equal to (one) 1% percent of the City's estimate of the total amount of the contract or $5,000, whichever is less. Failure to submit the payment will result in the reject of the protest as not being filed in a timely manner.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check without deduction, to the person or entity filing the protest.

1.20 CONTRACT

A Contract shall be sent to the awarded bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.21 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently and his/her Bid(s) rejected for:

A. Poor performance or default, in the City's opinion, on previous contracts with the City.

B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

1.23 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

1.24 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25 COLLUSION

The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.26 MAINTAINING BID STATUS

To be retained on the active bidders list, Bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the Bid Proposal Form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations may result in removal from the bidders list.

1.27 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' or Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of Bids in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the Bid as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.28 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to

a Bid shall be and mean the same as proposal.

1.29 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The 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 be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the 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 above indemnification provisions shall survive the expiration or termination of this contract.

1.30 CONFLICT OF LAW

If and when this Contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where Contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.31 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.32 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the Contract unit price set forth in the proposal form by the Bidder.

Bidders must include a price for all line items unless the Bid Form states otherwise. The City reserves the right to reject unbalanced bids as non-responsive.

The City reserves the right, at its sole discretion to request price quotes for the Contractor for additional items not contained in the initial award. Should the City add additional line items the City shall do so through the Change Order process. An Unbalanced Bid, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

1.33 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination, freight included, and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Receipt shall not constitute acceptance. Inspection and acceptance shall occur after delivery. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the City unless loss or damage results from negligence by the City. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return product at Bidder's expense. Contractor is responsible for making all claims against carriers for damaged or missing items.

All deliveries shall be made in accordance with the manufacturer's requirements and instructions for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

1.34 WARRANTY

Unless otherwise specified in the Special Conditions, Contractor shall provide a one year warranty covering services, equipment, parts, materials and labor.

Where a manufacturer or supplier provides a warranty greater than one year the Contractor shall provide the manufacturer or suppliers warranty to the City. The Bidder should submit information on both the manufacturer's or supplier's warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship and shall be fit for its intended purpose.

At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special

Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.35 MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract, purchase order, change order or award sheet, as appropriate.

1. 36 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

At a minimum the MSDS information shall include the following information:

- The chemical name and the common name of the substance.
- The hazards or other risks in the use of the substance, including:
  - The potential for fire, explosion, corrosion, and reaction;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

1.37 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this Bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and Bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications. Returns and any equipment or materials that show use, rust, damage or have been in inventory for more than six (6) months shall not be considered new.

1.38 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the Bidder's expense. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and number.

1.39 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.40 DISCRIMINATION

Any entity or affiliate who has been determined by the City to discriminate, blacklist or refuse to do business with any person or company due to religions, race or national origin may not submit a bid on a contract to provide goods or services to the City, and may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Bidder must complete the attached Form BA, Blacklist Affidavit. Failure to complete this form will result in the rejection of the Bid as non-responsive. The City, in its sole discretion, may allow the Bidder to submit the Affidavit during the bid evaluation phase.

1.41 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.42 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidder by signing and submitting its Bid the Bidder certifies that it understands and shall comply with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in the Bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.43 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the Bidder and the government agency.

At the option of the vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and municipalities.

Each governmental agency allowed by the vendor/Contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award

1.44 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to City.

1.45 GREEN PROCUREMENT POLICY

PURPOSE

The purpose of this policy is to ensure that the City of North Miami Beach departments purchase recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the City.

The City recognizes that the products and services the City buys have inherent social, human, health, environmental and economic impacts; thus the City should make procurement decisions that consider the reduction of its environmental footprint and promote practices that improve human health, and conserve natural resources.

POLICIES

GENERAL POLICIES

The City encourages its Departments and their staff to be innovative and demonstrate leadership by incorporating progressive and best-practice sustainability specifications, strategies and practices in procurement decisions.

Departments shall buy recycled and other environmentally preferable products whenever practicable.

The City shall require its contractors and consultants to use recycled and other environmentally preferable products whenever practicable.

The City shall promote the use of recycled and other environmentally preferable products by publicizing its environmental purchasing policy and its implementation, consistent with this policy.

The City shall communicate its commitment to sustainable procurement by modeling the best product and services choices to citizens, other public agencies and private companies.

The Purchasing Division will take the lead in including environmentally preferable product specifications in bid documents and district contracts, as appropriate.

The City shall aim to maximize the proportion of goods and services that come from local providers with acceptable environmental practices, thereby reducing the environmental impact of transportation wherever feasible and supporting a sustainable local economy.

The City shall seek opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

The City shall encourage and promote both local and national companies to bring forward emerging and progressive sustainable products and services, by being a consumer of such products and companies.

RESPONSIBILITIES OF THE PURCHASING DIVISION

Preparing or revising bid documents and contract language where necessary to implement this chapter;

Researching opportunities for procurement of recycled and other environmentally preferable products and communicating these to appropriate county departments for evaluation and purchase;

Collecting data on purchases by departments of recycled and other environmentally preferable products; and

Preparing and submitting a report to the City Manager each year by March 31, describing the progress of departments in implementation of the environmental purchasing policy, including the following elements:

A. Quantities, costs and types of recycled and other environmentally preferable products purchased;
B. A summary of savings achieved through the purchase of recycled and other environmentally preferable products;
C. A summary of program promotional efforts; and
D. Recommendations for changes in procurement policies.

RESPONSIBILITIES OF DEPARTMENTS

Assigning appropriate personnel to evaluate opportunities for buying recycled and other environmentally preferable products reflected in federal guidance or communicated by Purchasing Division.

Purchasing recycled and other environmentally preferable products whenever practicable; and

Seeking opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

RULES AND REGULATIONS FOR PROCUREMENT OF PAPER PRODUCTS

Departments shall buy recycled or other environmentally preferable paper whenever practicable.

Departments shall use recycled paper for all imprinted letterhead paper and business cards.

Departments shall publicize the city's use of recycled paper by including a recycling logo and an indication of recycled content on all printed material, to the extent practicable.

Departments shall use both sides of sheets of paper whenever practicable.

Departments shall require all contractors or consultants submitting proposals to use recycled paper and use both sides of sheets of paper whenever practicable.

RULES AND REGULATIONS FOR PROCUREMENT OF LUBRICATING AND FUEL OILS

Departments shall purchase environmentally preferable oils whenever practicable.

When departments specify re-refined lubricating oil in procurements, they shall purchase re-refined oil if the price is no more than ten percent higher than the price of non-re-refined oil.

DEFINITIONS

Environmentally Preferable Product: A product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

EXEMPTIONS

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.

GREEN PURCHASING RESOURCES

The Procurement Division shall maintain and distribute to staff a list of resources and educational materials regarding accessing and purchasing environmentally preferable products. Some of these resources include the following:

A. U.S. Communities Going Green Program is the one-stop source for public agency access to a broad line of responsible purchasing products, services and resources. In addition to comprehensive contracts that offer eco-friendly products, agencies will find a wealth of valuable information and resources that will help lower the environmental impact within the community and will assist in making educated decisions about the products an agency purchases. http://www.gogreencommunities.org/

B. U.S. EPA Environmentally Preferable Purchasing (EPP): http://www.epa.gov/epp/

C. The Responsible Purchasing Network (RPN) is a national network of procurement-related professionals dedicated to socially responsible and environmentally sustainable purchasing. http://www.responsiblepurchasing.org/

D. ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices. http//www.energystar.gov/

E. Electronic Product Environmental Assessment Tool (EPEAT) is a system to help purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. http://www.epeat.net

ANNUAL REVIEW OF POLICY

The City shall annually review its Green Procurement Policy to evaluate the following: its effectiveness, savings, potential changes, and expansion of policy to reflect national trends and best practices.

1.46 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.47 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's "Bid's & RFP's" page, which can be found at: www.citynmb.com/purchasing.

1.48 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most competitive, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the bid, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this bid constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, the lowest responsive and responsible Bidder. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.49 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. Change orders

B. Last addendum issued
C. General Terms and Conditions
D. Special Conditions
E. Technical Specifications
F. Contractor's Bid Response

If there is a conflict between the drawing and specifications, the order of precedence is as follows:

A. Scope of Work and Specifications govern over Plans and Drawings.
B. Schedules, when identified as such will govern over all other portions of the Plans
C. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise
D. Larger scale drawings will govern over smaller scale drawings
E. Figured or numerical dimensions will govern over dimensions obtained by scaling
F. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern

1.50 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.51 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before City's approval of this Contract shall be at the Contractor's risk and expense.

1.52 PRICING

Prices shall remain firm and fixed for the term of the Contract unless otherwise stated in the ITB, including any option or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.53 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services

a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

E. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.54 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.55 AUTHORITY OF THE CITY'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: interpretation of the Scope of Work; questions as to the value, acceptability and fitness of the Services;. The Project Manager may delegate some of his/her responsibilities in writing to the Consultant.

B. Questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid or Work; interpretation of the Contract terms and conditions, and claims for damages, compensation and losses shall be the responsibility of the Chief Procurement Officer for the City.

C. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

D. The Project Manager shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager shall not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of its agents, employees, or any other persons performing any of the Work.

1.56 CLAIMS/DISPUTES

A. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

B. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or

by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Contractor must continue to perform all Work under the Contract during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work must not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

1.56 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.57 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.58 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.59 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.60 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

F. Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the City. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

G. Contractor shall utilize the Subcontractors identified in its Bid and shall not replace, add or substitute any Subcontractors without the prior written approval of the Project Manager.

H. Bidders that will be using a temporary labor company to provide staffing for the Project must complete Attachment B and include it with the Bid Submittal. Failure include this form may result in the Bid Submittal being rejected as non-responsive.

1.61 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.62 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.63 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.64 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by the Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.65 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.66 PATENT AND COPYRIGHT

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way

connected with, the Work, or the City's continued use of the Work, including and equipment, parts and materials furnished hereunder

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.67 PUBLIC RECORDS

As a political subdivision, the City of North Miami Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of North Miami Beach's documents and records are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid or submitted under the Contract. Certain documentation, such as the Bidder'sss financial, computer software, copyrighted or patented items are exempt from the Public Records Law.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and City will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Upon termination by the City or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the City. Any payments due the Contractor will not be made until the City receives the public records.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.68 PROPRIETARY INFORMATION

A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to,

E. the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.69 VENDOR APPLICATION AND FORMS

Contractor shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.70 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F."Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.71 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.72 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.73 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City, except as may be required by law.

1.74 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a

reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.75 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.76 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.77 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.78 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

1.79 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.80 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.81 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.82 E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.83 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.84 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.85 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.86 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place

in Miami-Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.87 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami Beach seeks to establish an as-needed continuing contract with one or more qualified and experienced General Contractor(s) to perform civil works (roadway and drainage) projects per plans and specifications, if any. Work will include but not be limited to the following under a unit price agreement: Construction, maintenance and restoration services for the public right-of-way, water and sewer infrastructure and appurtenances.

The expenditure will be established within the budgetary amount for each fiscal year.

2.2 INTENTION OF THE CITY

It is the intent of the City to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents or Work Order. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor shall comply therewith. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.3 REQUIRED MINIMUM QUALIFICATIONS

Bids shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein and that are presently engaged in provision of these services. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The prospective Bidders must meet the statutorily prescribed requirements before Contract award.

- Bidder shall have at least five (5) years of experience in civil works-related projects to include paving, grading, stormwater systems, sidewalks and roadway curbing, stormwater and utility repair, improvement and restoration. Three (3) successful said projects completed by the Bidder shall be demonstrated via Form 4.4.

In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the ability to perform the work under this contract, financial condition, experience record, personnel, equipment, facilities, principal business location, organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.

2.4 LICENSES

To be eligible for award of this Contract, the Contractor must possess at time of bid opening one of the following State of Florida or Miami Dade County DRER licenses:

- **Certified General Contractor**
- **General Engineering with Miami Dade County DRER**
- **Miami-Dade County Pipeline Engineering License or a State Underground Utility License registered with Miami Dade County PWWMD**
- **Paving Engineering License from Miami Dade County DRER**

Contractor shall include copies of above licenses with bid. Business Tax Receipt must be in effect as required.

2.5 TIME IS OF THE ESSENCE

Contractor shall promptly perform its duties under the Contract and shall give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents and as stated in any Work Orders.

The date and period of time set forth in a Work Order for the commencement, and completion of Work was included because of its importance to the City.

2.6 GENERAL REQUIREMENTS

The Contractor agrees that the Contractor shall at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Project Manager, should the Project Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The City, the Consultant (if any) and other agencies authorized by the City, must have full access to the Project site(s) at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

2.7 QUESTIONS REGARDING SPECIFICATIONS

Questions regarding this solicitation shall be submitted in writing in writing to bids@citynmb.com no later than 5:00 PM on 5:00 PM on Tuesday July 26, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this bid.

2.8 NON-MANDATORY PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference will be held at **Wednesday, July 20, 2016 at 2:00 PM** at the North Miami Beach City Hall Council Chambers, 2nd Floor, 17011 NE 19th Ave. North Miami Beach, FL 33162. Bidders are encouraged to attend the pre-bid conference. Representatives of the City will be present to discuss the solicitation. Owner will transmit to all prospective Bidders of record such addenda as deemed necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Each bidder is required, prior to submitting a Bid Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the Project(s). The Bidder shall also carefully examine the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. No plea of ignorance, by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the Contractor.

2.10 BID GUARANTY (BID BOND)

At bid time, Contractor's bid submittal must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the Bid, issued by a properly licensed surety company approved by the City of North Miami Beach.

Should the successful Bidder fail to furnish a Performance and Payment Bond, the bid guaranty shall be forfeit.

2.11 PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

Pursuant to City code, a Performance Bond is required for projects or work totaling over $25,000 to any single Contractor. Additional bonds may be applicable as determined by Chief Procurement Officer and/or Project

Manager. The City will only pay the actual bond fee paid to the surety and the cost shall not exceed 1 ½ percent of the work order amount.

Each Bond must be in the amount of one hundred percent (100%) of the Work Order value guaranteeing to City the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article 2.8, Qualification of Surety.

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Work Order value, or an additional bond must be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The City must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide City with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of City and for same purpose and will be subject to the same conditions as those applicable above and will be held by City for one year after completion and acceptance of the Work.

The Contractor will be reimbursed for obtaining such bond.

2.12 QUALIFICATIONS OF SURETY

Each Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety must provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

The City will accept a surety bond from a company with a rating of "B+" or better and a Financial Size Category of "Class II", provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City will review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder with a surety company acceptable to the City, only if the Bid amount does not increase.

2.13 CONTRACT TERM

The prices and conditions stated in this Bid shall be in effect for a period of three (3) years from the date of the issuance of a letter of award, or date of executed contract, whichever is later, and may be renewed for two (2) additional years on a year to year basis, unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

2.14 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work under a Work Order prior to commencement of Work on a Project, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings, if any. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the City for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor shall call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor shall be responsible for any and all claims resulting from the damage caused to any utilities, identified or not.
Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the City must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.
Should the City direct the Contractor to relocate any utilities that would be impacted by any Work then the City shall compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the City or applicable utility owner. Requests for any disconnection, including those required of other utilities shall be in writing and received by the City at least seventy-two (72) hours prior to the time of the requested interruption. The City may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.
Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work shall not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

2.15 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor shall verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor shall not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

2.16 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents or applicable Work Order.

The Contractor must familiarize itself with normal City's operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed shall be done in such a manner so as not to interfere with the normal City operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of City services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of City operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager shall have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the City. (3) The City at its sole option may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

2.17 SHOP DRAWINGS AND SUBMITTALS

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

Contractor shall responsible to submit such documents or samples in a timely manner for review by the Project Manager. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Work Order. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Contractor shall be solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

2.18 SUBSTITUTIONS

Substitution of any specified material or equipment require the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents and the requirements of a Work Order. The City may require an adjustment in price based on any proposed substitution.

The Contractor may request the City to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor shall provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the City. The City may require an adjustment in price based on any proposed substitution.

2.19 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of its discovery, notify the Project Manager and Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant will typically attempt, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant shall recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract

Time, the adjustment shall be referred to the City's Chief Procurement Officer for determination. Should the City's Chief Procurement Officer determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Chief Procurement Officer shall so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant or Project Manager as the date of Substantial Completion.

2.20 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

2.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor shall promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

2.22 ACCESS TO THE PROJECT SITE(S)

City shall provide, as may be indicated in the Work Order, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City for the use of Contractor.

Contractor shall provide, at Contractor's own expense and without liability to the City, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to the City copies of written permission obtained by Contractor from the owners of such facilities.

2.23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by City Manager or designee, and shall promptly repair or replace, at no additional cost to the City any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor shall be full responsible for Work against all losses or damages of whatever nature sustained until acceptance by City, and must promptly repair or replace, at no additional cost to the City any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

2.24 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Project site and other persons who may be affected thereby;
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
- Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor shall comply with the OSHA "Federal Right to Know' Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.
Contractor shall adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes shall be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes shall be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.
Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the completion of the Contract.

2.25 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the **FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA),** Where a Project awarded under a Work Order requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and be potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in its Bid prices.

2.26 CITY FURNISHED DRAWINGS

The City, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the City prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).
During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.
The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

2.27 SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

The Project Manager shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning a Work Order or its performance, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

2.28 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The City must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the City for any costs incurred by the City in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

2.29 WARRANTY

Contractor warrants to the City that all materials and equipment furnished under the Work Order will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Work Order and the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the City under a Work Order. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the City issuing final payment. Manufacturer's warranties will become effective upon completion and acceptance by the City of the Work under the Work Order.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the City, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the City. Where such funds are not available, the City will bill the Contractor and Contractor will reimburse the City within thirty (30) calendar days. The City may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the City.

2.30 INSPECTION OF THE WORK

The Project Manager, other City representatives, and Inspectors representing the City, and other public entities having jurisdiction over the Work shall at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the City, DERM, or other entities can be present for such testing. Contractor shall be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The City, at its sole discretion may conduct testing in addition to the required testing. In such instances the City shall pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor shall reimburse the City for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

2.31 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager shall notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed shall be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration shall be at the expense of the Contractor. Such expenses shall also include repayment to the City for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

2.32 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager shall have the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract or Work Order. If required, the Contractor shall promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager shall have the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the City Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after

receipt of written notice from City, must promptly correct such defective or nonconforming Work within the time specified by City, without cost to City. Should the Contractor fail to take such action the City may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The City may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the City to accept any defective Work.

2.33 FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) shall be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor shall, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the City's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of the Contract. At no time will the Contractor refuse to comply with a Field Directive. Failure to comply with a Field Directive may result in a determination that the Contractor is in default of the Contract.

2.34 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the City. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in the Contract.

Failure of Contractor to comply with comply with the timeframes established by Article 2.32, Extension of Time, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

2.35 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date of completion under a Work Order by the neglect or failure of the City or by a Force Majeure, then the Contract Time set forth in the Contract shall be extended by the City subject to the following conditions:

- The cause of the delay arises after issuance of a Notice to Proceed or commencement of the Work, and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work shall be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The City reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such

extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The City shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the City may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in in Article 1.93, Force Majeure or Article 2.31, Excusable Delay, Non-Compensable, the Contractor shall not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the City shall be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, shall not waive the City's rights under the Contract, including but not limited to the assessment of Liquidated Damages or declaring Contractor in default.

2.36 STOP WORK ORDER

The City may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the City shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.64, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, shall entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

2.37 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the City, shall take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions shall not constitute additional work.

2.38 RELEASE OF LIENS/CONSENT OF SURETY

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an invoice, whether incorporated in the Project or not, will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project for any Project that includes multiple payments. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the invoice.

Conditional Release of Liens are not accepted by the City.

2.39 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of a Work Order. Contractor is liable for all damage, theft, maintenance, and safety until such time as the City issues a notice of Final Completion of a Work Order.

2.40 WORK ORDERS/AWARD OF PROJECTS OR WORK

Work Orders will be issued to the City for all Work. A Work Order may consist of one or more Projects. Work Orders will be issued in one of two ways.

- Where a Project is based solely on pre-priced line item pricing the Project Manager will calculate the cost of the Project(s) by multiplying the estimated quantities for each line item times the line item price. The Project Manager will then provide the Contractor a written Work Order for a Project(s) and provide it with the spreadsheet used for the calculations (if one is required), the timeframe for completing the Project(s), and available drawings (if any), and any additional contract terms and conditions specific to the Project(s) or the Work Order, including but not limited to additional insurance, liquidated damages, etc.
- The Contractor is responsible to visit the site, review any drawings and the spreadsheet, to confirm that the proposed quantities and value stated in the Work Order for the Project(s) is correct. The Contract may request that the Project Manager meet in the field to review the Work Order. If the Contractor believes that that either the quantities, line items, scope or other details are incorrectly stated on the Work Order the Contractor is to notify the Project Manager is writing of their findings within forty-eight (48) hours or the City will consider the Work Order as accepted by the Contractor. The Project Manager will review any recommended revisions and if necessary make any revisions. Once revised and forwarded to the Contractor, the Contractor will have twenty-four (24) hours to accept or reject the Work Order. If rejected the City may have the Work performed by others. Repeated rejections of Work Orders may result in termination of the Contract.

If a Project requires work that includes non-pre-priced work then the Project Manager will request a written Work Order Proposal ("Proposal") from the Contractor. Upon receipt of the Proposal from the Contractor the Project Manager will review the Proposal and either accept, reject or negotiate the Proposal. Once finalized the Project Manager will issue a Work Order for the Work to be performed.

The Work Order shall serve as the Contractor's Notice to Proceed unless otherwise stated in the Work Order.

2.41 PRE-CONSTRUCTION MEETING

Prior to or after the issuance of a Work Order and City and the Contractor shall agree upon a date and time for a

pre-construction meeting, if one is deemed necessary. The Contractor shall attend and also have any appropriate subcontractors attend the meeting. Contractor shall keep and distribute the meeting minutes.

2.42 MATERIALS, INSPECTION, AND RESPONSIBILITY

The City shall have a right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the quality and standards of all materials, components or completed Work finished under this Contract. Materials, components, or completed Work not complying therewith may be rejected by the City and shall be replaced by the Contractor at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components for Work have been rejected.

2.43 PROGRESS MEETINGS

The applicable City Project Manager shall schedule and hold regular on-site progress meetings at least weekly, and at other times as requested by the City Project Manager. The City, Contractor, and all subcontractors active on the site shall be represented at each meeting. City or Contractor may request attendance by representatives of suppliers or manufacturers. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop. Contractor shall be responsible for all meeting minutes, including their distribution and revision.

2.44 PROGRESS PAYMENTS

Based on Applications for Payment submitted to the City by the Contractor, and Certificates for Payment issued by the Architect/Engineer or City, the City shall make progress payments to the Contractor based on the Schedule of Values and percentage of completion, or units completed. A retainage of ten percent (10%) will be deducted from the monthly payment.

Applications for Payment shall indicate the percentage of completion of each portion of the work, or the volume, area, or linear measurement of work completed as of the end of the period covered by the Application for Payment. The period covered by each Application for Payment shall be one calendar month no more than payment application shall be submitted per month. All payments shall be made in accordance with the Local Government Prompt Payment Act.

2.45 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the initial three (3) years term of the Contract. Costs for subsequent OTR term(s) shall be subject to an adjustment in an amount that shall not exceed 3% per year, or the increase in the Consumer Price Index ("CPI"), whichever is less

The Contractor may request an adjustment to the Wage Rates for each OTR year, on an annual basis. The City may also adjust the pricing where the City Manager determines that extenuation circumstances exist. The maximum the CPI increase shall be based on the Miami – Fort Lauderdale Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics. Such adjustment shall be calculated the percentage of change for the current year against the preceding year. In no event shall the Wage Rate increase by more than three percent (3%) in any one year period and any increase granted will not be made retroactively.

In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry.

2.46 SUBSTANTIAL COMPLETION

The Work under a Work Order will be Substantially Complete when the Project Manager accepts all of the Work performed under a Work Order. Where the Project Manager determines that additional Work is required to complete a Work Order the Project Manager will create a Punch List containing all of the Work to be performed to achieve Substantial Completion of the Work Order. Substantial Completion cannot occur without all final approval of all permits have been issued and the Punch List Work is complete.

The Punch List is to be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Punch List does not relieve the Contractor from completing the remaining Work to the satisfaction of the Project Manager.

The Project Manager and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

2.47 FINAL ACCEPTANCE

The Final Inspection shall be made only after the City is satisfied that the Work described in the plans and specifications has been completed in accordance with the intent of these specifications and the Contractor has been notified of Substantial Completion by the Project Manager. The acceptance of the Work shall not in any way prejudice the City's rights to demand replacement of defective materials and workmanship.

2.48 FINAL COMPLETION

Subsequent to Substantial Completion and submission and acceptance of all required documents and training that may be required by the Contract Documents the Project Manager will notify the Contractor that the Project has achieved Final Completion.

2.49 SUPERVISION

The Contractor is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing its work. He shall be responsible for all Project management, including but not limited to, coordinating the Work, securing all permits of the accuracy of the laying out of the Work. Contractor shall have at all times a competent representative ("Supervisor") competent in speaking English available to answer questions or handle problems, who shall be satisfactory to the City.

Supervisor shall represent the Contractor in the field and all directions given to the Supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor will meet as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

2.50 PERMITS

The Contractor shall obtain all applicable permits and call for inspections required for each Project. The Building Department. is mandated to charge fees. The City will however, reimburse the Contractor for permit fees incurred. The Contractor shall be responsible for the payment of the following fees (when applicable) including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. The City shall reimburse Contractors for actual cost of these fees. Fees for re-inspections shall be charged to the Contractor at normal rate and all costs shall be borne by the Contractor. The Contractor shall obtain all required permits to do the job, except for those already obtained by the City prior to the award of the bid. Contractor shall present the City with proof of payment for said permit fees in order to be eligible for reimbursement by the City.

2.51 ASBESTOS

No asbestos containing materials will been designed into any Project, nor will be specified. Contractor shall use no asbestos-containing materials in the execution of the Work covered by these specifications.

2.52 TRAINING

Contractor shall provide training to City staff on the use and maintenance of equipment and/or materials installed as part of a Project.

2.53 MANUALS

Contractor shall provide two (2) manufacturers' training and maintenance manuals for any equipment installed as part of a Project.

2.54 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Contractor and the City. Without this prior written authorization, the City will not pay for extra work performed. The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following

limits for work by the Contractor:

Overhead Limit: 10% of direct cost;

Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The A/E of Record will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings, etc.

2.55 CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, City may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the City may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The City may also invoice the Contractor for all costs incurred in mitigating any open trenches.

All debris shall be disposed of at an authorized dumping facility. Dump tickets shall be submitted to the City with each pay request.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures or landscaping affected or damaged during completion of each Project shall be restored to an equal or better condition. Paint shall be touched up if and where needed. Contractor's equipment and surplus material shall be removed from site.

2.56 LIQUIDATED DAMAGES

The City may establish liquidated damages on a Work Order by Work Order basis. Where the City determines that liquidated damages will apply to a Work Order the amount established will be stated in the Work Order.

The Contractor is obligated and guarantees to complete the Work Order in the established in the Work Order or any approved extension of time the Contractor may be granted by the Project Manager. In the event of a delay in completion beyond the date established in the Work Order, the Contractor must pay to the City for each and every calendar day of unexcused delay, the sum stated in the Work Order, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The City has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the City. In case the amount available under contracts the Contractor has with the City is less than the amount of liquidated damages due the City, the Contractor must pay the difference upon demand by the City. Should the Contractor fail to compensate the City for any liquidated damages, the City will consider this as a form of indebtedness and may deny any future Work under the Contract or any other City contract until such indebtedness is paid in full to the City.

2.57 RECORD SET

For Work Orders where the City has provided a set of Plans for a Work Order the Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction.

The record documents must be continuously updated, to establish a set of drawings, by Contractor throughout the prosecution of the Work to accurately reflect, typically by red lined mark ups of the construction plans, all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications,

and all concealed and buried installations of piping, conduit and utility services.

Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion of the Work Order and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

2.58 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

- Depths of various elements of foundation in relation to finish first floor datum.
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- Field changes in dimensions and details.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.
- Details not on original Contract Drawings.
- Equipment, conduit, electrical panel locations.
- Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.
- Specifications and Addenda: Legibly mark each section to record:
- Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the City at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

2.59 CONTRACTOR'S WORK AND STAGING AREA

a) The Contractor shall use only site areas designated by the City as Contractor Staging area for the Project. The Contractor shall keep this area in a secure, clean and orderly condition, and shall be responsible for screening and fencing the area so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

b) Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the Contractor and no claim shall be made against the City.

c) Upon completion of the Contract, the Contractor shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas to their original condition.

d) Contractor's insurance shall extend coverage to all designated storage areas.

2.60 NDPES REQUIREMENTS

Where applicable Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at http://www.dep.state.fl.us/water/stormwater/npdes/. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

END OF SECTION

SECTION 3.0 TECHNICAL SPECIFICATIONS

3.1 GENERAL NOTES

Group A – DEMOLITION AND SITE PREPARATION

All work to be performed under Group A shall conform to the current revision of the Miami-Dade County Public Works **(MDCPW)** Manual, Part I & II Standard Details and Specifications and as specified below or per attached City of North Miami Beach Standard Specifications. Work shall include materials, labor, equipment, mobilization cost, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or work order.

Clearing and Grubbing

Clearing, grubbing, removal and disposal of materials shall be per current revision of the Miami-Dade County Public Works Manual Part II, Road Specifications, Section 24 - Clearing and Grubbing. Tree removal with size of up to 4 inches average trunk circumference shall be included.

Saw Cutting, Removal and Disposal

All pavement, sidewalk, curb and gutter shall be sawed cut straight and square with the use of mechanical equipment such as a wet saw and shall include dust control, dust clean up, removal, hauling and proper disposal of materials.

Removal and Disposal of Existing Concrete Structure

Removal and disposal of existing concrete structure shall include excavation, removal, backfilling, hauling and proper disposal of materials.

Removal and Disposal of Existing Drainage Pipe

Removal and disposal of existing pipe shall include excavation, removal, backfilling, hauling and proper disposal of materials.

Removal and Disposal of Existing Asbestos Pipe

Removal and disposal of existing asbestos pipe shall include excavation, removal, backfilling, hauling and proper disposal of materials. Disposal shall be per Miami-Dade County Department of Environmental Resource Management and United States Environmental Protection Agency requirements. Disposal Permit shall be included in this bid.

Group B – UTILITY ADJUSTMENT

All work to be performed under Group B shall conform to the current revision of the City of North Miami Beach Public Utilities Standard Specifications, Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections D7 & D8 and Part III, Standard Details and Specifications for Water Supply and Sanitary Sewer, as well as other public utility entity that owned the particular utility appurtenance. Work shall include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or work order.

Adjust Utility Valve Box, Manhole, Frame, Grate, Utility Box, Etc.

Adjustment of utility valve box, manhole, frame, grate, utility box, etc. shall be per

current revision of the City of North Miami Beach Public Utilities Standard Specifications or Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections D7 & D8 and Part III, Standard Details and Specifications for Water Supply and Sanitary Sewer, as well as per specification of the public utility entity that owned the particular utility appurtenance.

Adjust or Relocate Existing Miami-Dade County Signs

Adjustment and or relocation of Miami-Dade County Traffic Regulatory signs shall be per Miami-Dade County Public Works Manual, Part I, Standard Details and Specifications R18.1 and R18.2 and current ***MUTCD*** Manual

as published by the Federal Highway Administration (FHWA).

Adjust or Relocate Existing City of North Miami Beach Signs

Adjustment and or relocation of City of North Miami Beach signs shall be per Miami-Dade County Public Works Manual, Part I, Standard Details and Specifications R18.1 and R18.2.

Group C – GRADING AND PAVING

All work to be performed under Group C shall conform to the current revision of the Miami-Dade County Public Works Manual, Part I & II Standard Details and Specifications and as specified below or per City of North Miami Beach Standard Specifications. Work to be performed in Florida Department of Transportation **(FDOT)** maintained roadway shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Work shall include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or Work Order.

Asphalt Pavement for Miami-Dade County and City of North Miami Beach Maintained Road

Asphalt pavement preparation, installation and material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 100, 132 and 133. Refer to R12.3 & R12.5 driveway installation.

Asphalt Pavement for the Florida Department of Transportation Maintained Road

Asphalt pavement preparation, installation and material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Sub Grade for the Miami-Dade County and City of North Miami Beach Maintained Road

Sub grade preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 30, 33, 132 and 133.

Sub Grade for the Florida Department of Transportation Maintained Road

Sub grade preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Lime Rock Base for the Miami-Dade County and City of North Miami Beach Maintained Road

Lime Rock Base preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Section 51.

Lime Rock Base for the Florida Department of Transportation Maintained Road

Lime Rock Base preparation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Concrete Sidewalk for the Miami-Dade County and City of North Miami Beach Maintained Road

Concrete slab or sidewalk installation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 145, R12.6, R13.1, R13.2 & R13.3. Concrete sidewalk replacement must be removed and pour on the same day.

Concrete Sidewalk for the Florida Department of Transportation Maintained Road

Concrete slab or sidewalk installation shall include excavation, removal and disposal of excess materials including

tree roots, grading, forms and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Concrete sidewalk replacement must be removed and pour on the same day.

Concrete Curb and Valley Gutter for the Miami-Dade County and City of North Miami Beach Maintained Road

Concrete slab or sidewalk installation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections R14.1 to R14.6.

Concrete Curb and Valley Gutter for the Florida Department of Transportation Maintained Road

Concrete slab or sidewalk installation shall include excavation, disposal of excess materials, grading and installation. Material specifications shall conform to the current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Utility Trench and Pavement Restoration

Utility trench and pavement restoration shall conform to Miami-Dade County Public Works Manual, Part III, and Standard Detail drawings A1 to A4. Refer to City of North Miami Beach Standard Detail R 17.3, R 17.4A & B to complete installation.

Swale Re-grading, Preparation for Sod Installation

Re-grading of swale and preparation for installation of sod shall conform to the current revision of the Miami-Dade County Public Works Manual, Part I, Road Detail, Section R (roadway cross-sections) & Part II, Section D4 (grading of swales), Standard Details and Specifications or CNMB Std Spec R17.5 as specified and approved by the City. Top soil must be below any pavement to allow the installation of the sod matted root below the pavement for drainage.

Yellow Truncated Dome Detectable Tactile Warning Surface Tile

Cast in concrete pavement vitrified polymer composite (VPC) modular paver detectable tactile warning surface tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes and installed per manufacturer's specification. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base diameter, and 0.45" top diameter, spaced center-to-center 2.35" as measured on a diagonal and 1.70" as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch. Modular Paver Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).

Brick Paver

Brick paver installation shall include excavation, disposal of excess materials, grading and installation. Material specifications per:

- ASTM C1272, 8,000 psi set on a concrete or bituminous bed (Type R) for heavy vehicular traffic application. For driveways and crosswalks.
- ASTM C1272, 10,000 psi set on 2" leveling sand bed for heavy vehicular traffic application. For driveways and crosswalks.
- ASTM C902, 8,000 psi with 2 inches thick leveling sand bed for pedestrians and light traffic applications. For walkways and sidewalks.

Note: For restorations, material and installation shall be equal to existing pavement.

Americans with Disabilities Act

All Americans with Disabilities Act (ADA) related work such as tactile surfaces, signs, sidewalk ramps and pavement markings shall conform to the current Americans with Disabilities Act Standard Specifications and

requirements.

Group D – STORMWATER

All Work to be performed under Group D shall conform to the current revision of the Miami-Dade County Public Works Manual, Part I & II Standard Details and Specifications and as specified below or per City of North Miami Beach Standard Specifications. Work shall include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials, backfilling and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project or Work Order.

Exfiltration Trench and Drainage Structures

Work shall include excavation, trenching, installation of pipe and appurtenances, including removal, hauling and proper disposal of excess materials, backfilling. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 310, 320, 340, 350, 355, 360 and 361; Miami-Dade County Public Works Manual, Part I, SD 1 to SD 4.6, unless otherwise specified in the City of North Miami Beach Standard Specifications.

Connection of existing drainage pipe to a Stormwater Structure

Connection of existing drainage pipe to a stormwater structure shall include core drilling of concrete structures with the use of core drilling machine, grouting and connection to the existing pipe. Material specifications shall conform to the current revision of the Miami-Dade County Public Works Manual, Part II Standard Details and Specifications, Sections 310, 320, 340, 350, 355, 360 and 361; Miami-Dade County Public Works Manual, Part I, SD 1 to SD 4.6, unless otherwise specified in the City of North Miami Beach Standard Specifications.

Cleaning of Stormwater Structure or Pipe

Cleaning of stormwater structures shall include removal of debris, sediments, pressure washing the interior of the structure or pipe with the use of a vacuum truck or mechanical equipment including hauling and proper disposal of sludge or sewage materials.

Stormwater Injection Well Cleaning

Work shall include cleaning, removal and disposal of sediments or sludge to increase the discharge capacity of existing drainage well with diameter of 24" to 36" diameter casing up to maximum of 200 feet in depth.

Group E – TRAFFIC SIGNS AND PAVEMENT MARKINGS

All work to be performed under Group E shall conform to the current revision of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (FHWA- MUTCD) unless specified to use the Miami-Dade County Public Works Manual, Part I & II Standard Details and Specifications, Americans with Disabilities Act Standard Specifications or the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Work shall include site cleaning and preparation, installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project.

Asphalt Seal Coating

Seal coat material shall be coal-tar emulsion containing not more than 50% solids, & conforming to (ASTM) D-5727-00 Specifications. The material shall be capable of application & complete coverage, by squeegee, brush, or spray, to the bituminous surface at a spreading rate of 2.0 gallons per 10 square yards in a two coat application. A polymeric latex additive shall be added to the sealer. This additive is to keep the sealer, water, & sand suspended evenly. A ratio of 2 - 4% is recommended. Sand shall be clean, air dried, hard & irregular silica sand. Standard sand #60/45 will be added to the sealer at the ratio of 2-4 lbs/gallon. Water shall be clean, not supplied from lakes or wells, within a temperature range of 50 - 80F & a 20 - 40% cut is recommended. Primer shall be utilized to address any oil spots as specified. All traffic paint applied on sealer shall be 100% Acrylic based.

Sweeping and Degreasing

Cleaning, sweeping and degreasing shall be with the use of mechanical equipment such as a pressure washer or mechanical sweeper for large areas. Degreaser shall be non-toxic, biodegradable environmentally asphalt-safe degreaser to remove any oils, surface dirt, contamination, etc.

Acrylic Latex Traffic Marking Paint for Temporary Marking
Thermoplastic traffic pavement marking shall be per current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual, Section 710 and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual. Acrylic latex traffic marking paint shall be conventional dry (non-heated application) water based paint intended for use in marking parking lots, airports, and roads. It shall conform to current ***Volatile Organic Compounds*** (***VOC***) regulations.

Thermoplastic Traffic Pavement Marking

Thermoplastic traffic pavement marking shall be per current revision of the State of Florida Department of Transportation, Standard Specifications for Road & Bridge Construction Manual, Section 711 and the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual.

Americans with Disabilities Act

All Americans with Disabilities Act related work such as tactile surfaces, signs and pavement markings shall conform to the current Americans with Disabilities Act Standard Specifications and requirements.

Group F – MAINTENANCE OF TRAFFIC (MOT)

All work to be performed under Group G shall conform to the current revision of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (FHWA- MUTCD) and or Index 600 of the State of Florida Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Manual and the Standard Specifications for Road & Bridge Construction Manual. Work must include installation, materials, labor, equipment, mobilization cost, removal and disposal of equipment, signs and barricades after the Project is completed and site cleanup. Multiple job locations within 1 mile radius shall be combined as one Project.

Group G – WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

All work to be performed under Group H shall conform to the current revision of the City of North Miami Beach Public Utilities Standard Specifications and or per current revision of the Miami-Dade County Public Works Manual, Part II, Sections D7 & D8 and Part III, Water Supply and Sanitary Sewer Standard Details and Specifications or as specified in the bid. Work must include installation, materials, labor, equipment, mobilization cost, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project.

Group H – CONCRETE SIDEWALK GRINDING

All work to be performed under Group I shall include labor, equipment, mobilization cost, dust control, removal and disposal of excess materials and maintenance of traffic. Multiple job locations within 1 mile radius shall be combined as one Project.

Americans with Disabilities Act

All Americans with Disabilities Act related work such as tactile surfaces, signs and pavement markings shall conform to the current Americans with Disabilities Act Standard Specifications and requirements.

Sidewalk Concrete Pavement Grinding

Grinding specifications are as follows:

1. Grinding shall be performed so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces shall not be smooth or polished and shall have a coefficient of friction of not less than 0.30.
2. Grinding shall be performed so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks.
3. The adjacent concrete shall remain untouched by the grinding process without scars or damage.
4. Grinding shall be performed using dry, vertical carbide grinding equipment that will leave a nonslip surface.
5. The finished slope shall be a minimum of 8:1.
6. Each unit shall consist of a grind the entire width of the sidewalk and up to a maximum of 2 inches high.
7. Vendor shall provide lists of job sites by address, including quantities and unit size of grinds.
8. Contractor shall be capable of completing a minimum of thirty (30) grinds per day.*END OF SECTION*

STATEMENT OF "NO" BID

If your company shall not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information shall help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

E-Mail: _____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO" Bid:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

SECTION 4.0 BID SUBMITTAL – REQUIRED FORMS

ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

NAME OF COMPANY:

ARROW ASPHALT & ENGINEERING, INC.
(Name of company submitting bid)

SIGNATURE: O Toole, 8-3-16 Shawn O'Toole Tax ID No.: 65-0724450
(Sign in Ink) (date) (Print Name)

TITLE: President E-MAIL ADDRESS: ARROWASPH@AOL.COM

ADDRESS: 3051 N.W. 129 St OPA LOCKA, FL. 33054

TELEPHONE NO.: 305-688-8686

Do you give prompt payment discounts?

☑ Yes, Percentage of discount 2 % Term Net 10 day ☐ No

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

O Toole
(Sign In Ink)

Shawn O'Toole
(Print Name)

BID FORM

PROPOSAL TO: CHIEF PROCUREMENT OFFICER
CITY OF NORTH MIAMI BEACH
17011 N.E. 19th Avenue
North Miami Beach, Florida 33162

This Bid Form is submitted as part of the Bidder's Bid in response to the ITB issued by the City with respect to ITB Number 2016-04.

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Attachment BP) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of your Bid. Do not convert the MS Excel Bid Form to a .pdf form, retype or alter the Bid Form. **Conversion to of the MS Excel Bid Form to a .pdf form, retyping or altering the Bid Form will result in the Bid being rejected as non-responsive**.

The undersigned Bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all Work required under the Bid Documents entitled, **"ITB 2016-04 CIVIL WORKS – AS NEEDED"**, in accordance with the intent of the Contract Documents, including any Specifications, Drawings, and all Addenda issued by said Owner prior to opening of Bid Proposals.

Bidder agrees that, within ten (10) calendar days after receipt of the Contract from City, it will execute the Contract, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the proposal guarantee furnished will be forfeited to the City as liquidated damages for such failure; provided that if Bidder shall execute and contract, secure required insurance and bonds, and furnish required insurance certificates within said time, his check, if furnished, will be returned to him within 5 days thereafter, or bid bond, if furnished, will become void.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in its Bid, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the City will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the City permission to contact any persons or entities identified in the ITB to independently verify the information provided in the Submittal.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the above named company and that all information and documents submitted in response to the ITB are to the best if his/her knowledge are true, accurate, and complete as of the submittal date.

Said undersigned Bidder agrees to complete all Work required under the Contract and comply with all requirements of the Contract Documents, and to accept in full payment therefore the price(s) named in the above-mentioned Bid Form.

Pricing Details

Unit prices for the bid items are intended to establish a total price for completing a Project in its entirety.

The unit prices stated by the Bidder in Form-BP include all costs and expenses for labor, equipment, materials, maintenance of traffic (MOT) swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. All Work and incidental costs are to be included in the unit prices and no separate payments will be made for incidentals.

Where there is a discrepancy in the pricing stated on Form BP and those stated below, Form BP shall prevail. Should there be a discrepancy between the unit price and the extended price, the unit price shall prevail.

STATE OF FLORIDA

COUNTY OF MIAMI DADE

Before me, a Notary public, duly commissioned, qualified and acting, personally appeared Shawn O'Toole to me well known, who being by my first duly sworn upon oath, says that he is the President in Fact, for Arrow Asphalt & Engineering and that he has been authorized by Power of Attorney to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of North Miami Beach, Florida.

Subscribed and sworn before me this 4th day of August, 2016

Notary Public
State of Florida-at Large
Valeria A Bernal
My Commission Expires 05/18/2020

VALERIA A BERNAL
MY COMMISSION # FF993693
EXPIRES May 18, 2020
(407) 398-0153 FloridaNotaryService.com

STATE OF FLORIDA

COUNTY OF MIAMI DADE

Before me, a Notary public, duly commissioned, qualified and acting, personally appeared Ramon A Rodriguez to me well known, who being by me first duly sworn upon oath, says that he is the Attorney in Fact, for the FCCI Insurance Company and that he has been authorized by Power of Attorney to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of North Miami Beach, Florida.
Subscribed and sworn before me this 4th day of August, 2016

Notary Public
State of Florida-at Large
Mayra Rodriguez
My commission Expires 11/14/18

NOTARY PUBLIC STATE OF FLORIDA
MAYRA RODRIGUEZ
MY COMMISSION # FF 158347
EXPIRES: November 14, 2018
Bonded Thru Budget Notary Services

BID BOND

Bond No: n/a

CONTRACTOR:
(Name, legal status and address)

Arrow Asphalt & Engineering, Inc.
3051 NW 129 St
Opa Locka, FL 33054

SURETY:
(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
City of North Miami Beach
17011 NE 19 Ave, 2nd Floor
North Miami Beach, FL 33162

BOND AMOUNT: FIVE PERCENT OF AMOUNT OF BID

PROJECT: Civil works Roadway & Drainage Projects & Repairs - ITB 2016-4
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of August, 2016

Arrow Asphalt & Engineering, Inc.

(Principal) *(Seal)*

(Witness)

(Title)

FCCI Insurance Company

(Surety) *(Seal)*

(Witness)

(Title)

RAMON A RODRIGUEZ, ATTY-IN-FACT & FLA RES AGENT

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

10-044207

FCCI INSURANCE GROUP

More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A Rodriguez, Mayra Rodriguez, Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $5,000,000): $5,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below, and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1964 FLORIDA

Thomas A. Koval Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213062

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213062

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 4th day of August 2016

Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary

1-IONA-3582-NA-04 1/14

HEAT SENSITIVE SHIELD TRACE WITH HEAT OR TONER

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

ARROW-4 OP ID: LR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BROWN & BROWN OF FLORIDA INC
14900 NW 79th Court Suite#200
Miami Lakes, FL 33016-5869
Matthew Seese

CONTACT NAME: Matthew Seese
PHONE (A/C, No, Ext): 305-364-7800 FAX (A/C, No): 305-714-4401
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability*	38318
INSURER B : The North River Ins. Company	21105
INSURER C : Starr Indemnity & Liability*	38318
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arrow Asphalt & Engineering, Inc. Attn: Shawn O'Toole
3051 NW 129th Street
Opa Locka, FL 33054

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		1000025494161	04/19/2016	04/19/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			SISIPCA08369016	04/19/2016	04/19/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			5821050879	04/19/2016	04/19/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100000213800	04/19/2016	04/19/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2016-04 CITY OF NORTH MIAMI BEACH CIVIL WORKS. City of North Miami Beach is Additional Insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER

NORTHMI

City of North Miami Beach
Building Department
17011 NE 19 Avenue
North Miami Beach, FL 33162-3100

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brown and Brown of Florida, Inc.

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ACKNOWLEDGEMENT

BIDDER QUALIFICATION STATEMENT

Arrow Asphalt & Engineering, Inc.
FIRM NAME

Shawn O Toole Pres
SIGNATURE OF AUTHORIZED AGENT

Shawn O Toole President
NAME & TITLE, TYPED OR PRINTED

STATE OF Florida)
) SS
COUNTY OF Miami Dade)

The foregoing instrument was sworn to and subscribed before me this 2 day of August, 2016 by Shawn O Toole who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of Florida Commission No.: FF-240373

Print Name: Thomas L. Hickman Commission Expires: 06/14/2019

SEAL

(if Corporation)

THOMAS L. HICKMAN
Notary Public - State of Florida
Commission # FF 240373
My Comm. Expires Jun 14, 2019
Bonded through National Notary Assn.

4.4 REQUIRED BIDDER REFERENCES

Bidder shall have at least five (5) years of experience in civil works-related projects to include paving, grading, stormwater systems, sidewalks and roadway curbing, stormwater and utility repair, improvement and restoration. Bidder shall use this form and provide this information with bid submittal; failure to do so may result in the rejection of the submittal.

1. Name of Firm, City, County or Agency: City of Hallandale Beach
Address: 400 S. Federal Hwy
City/State/Zip: Hallandale Beach, FL. 33009
Contact: AJAY I Title :
Telephone: 305-700-3384 Fax:
Email Address: AAJAYI@HallandaleBeachFL.gov
Project Title / Location: N.E. Quadrant Drainage Improvements
Work Performed: Milled + repaved streets. Removed + replaced damaged sidewalks

Project Engineer of Record: Total Cost: $530,000.00
Project Start (Month/Year): 6-2015 Project End (Month/Year): 04-2016
Was Project completed within the time frame specified in the contract? (YES) NO
If No, provide explanation:

2. Name of Firm, City, County or Agency: City of Cooper City
Address: 9090 S.W. 50 Place
City/State/Zip : Cooper City, FL. 33329
Contact: Jimmy McCormick Title:
Telephone: 863-559-5717 Fax:
Email Address: Jimmy@KillebrewInc.net
Project Title / Location: Water Main Replacement
Work Performed: Milled + paved streets. Removed + replaced aprons from water main installation

Project Engineer of Record: Total Cost: $350,000.00
Project Start (Month/Year): 4-2015 Project End (Month/Year): still in progress
Was Project completed within the time frame specified in the contract? (YES) NO
If No, provide explanation:

(BIDDER REFERENCES CONTINUED)

3. Name of Firm, City, County or Agency: City of Cooper City

Address: 9090 S.W. 50 PLACE

City/State/Zip: Cooper City, FL. 33329

Contact: Tim Fleming Title:

Telephone: 954-444-3136 Fax:

Email Address: TFleming@CooperCityFl.org

Project Title / Location: STREET OVERLAYS

Work Performed: overlay communities in city with 1" SP3 asphalt

Project Engineer of Record: Total Cost: $645,000.00

Project Start (Month/Year): 3-2016 Project End (Month/Year): 07-2016

Was Project completed within the time frame specified in the contract? (YES) NO

If No, provide explanation:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4.5 BID SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	NAME	ADDRESS
President	Shawn O Toole	3640 N 34 Ave Hlwd FL 33021
Vice-President		
Secretary		
Treasurer		
Registered Agent	Jon Hinden	4340 SW 64 Ave Davie, FL 33314

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Bid, as principals, are as follows:

Shawn OToole 3640 N 34 Ave
Hlwd, FL 33021 100% Owner

Post Office Address

BIDDER:

Arrow Asphalt & Engineering, Inc.
(CORPORATE NAME)

Shawn O Toole, Pres Arrowasph@aol.com
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida? YES

ATTEST: _____
SECRETARY

YES [✓] NO [ ]

If no, give address of principal place of business: _____

_____ _____

4.6 BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Bid, as principals, are as follows:

N/A

BIDDER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

N / A

4.7 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Shawn O Toole, Pres Shawn O Toole

VENDOR'S SIGNATURE PRINTED NAME

Arrow Asphalt & Engineering, Inc.

NAME OF COMPANY

4.8 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Shawn O Toole, President	Shawn O'Toole
SIGNATURE	PRINTED NAME
Arrow Asphalt & Engineering, Inc.	President
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive

4.10 LICENSES, TRAININGS AND CERTIFICATIONS OF CONTRACTOR AND SUBCONTRACTORS

Please include in this section.

CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E97200

ARROW ASPHALT & ENGINEERING INC

D.B.A.:

O'TOOLE SHAWN

is certified under the provisions of Chapter 10 of Miami-Dade County

[redacted]

QUALIFYING TRADE(S)

0007	PAVING ENGINEERING
0009	EXCAU & GRADING ENG

Juliana H. Salas P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/economy

ARROW ASPHALT & ENGINEERING, INC.
3050 3051 NW 129 ST
OPA LOCKA, FL 33054

990006581

City of Opa-locka
Department of Business and Licensing
Occupational License

2016

ARROW ASPHALT & ENGINEERING, INC.
3050 3051 NW 129 ST
OPA LOCKA, FL 33054
LICENSE FEE $150.00

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF
CERTIFICATE OF USE
IN THE CITY OF OPA-LOCKA WITH THE FOLLOWING RESTRICTIONS:

ISSUED ON 03/18/2014

UNTIL SEPTEMBER 30, 2016 SUBJECT TO THE PROVISIONS OF THE CITY OF OPA-LOCKA ORDINANCES AND STATE AND COUNTY REGULATIONS NOW IN FORCE. NOTE: THIS LICENSE DOES NOT CONSTITUTE A CERTIFICATION THAT THE LICENSEE IS QUALIFIED TO ENGAGE IN THE BUSINESS OR OCCUPATION SPECIFIED HEREIN.

CITY OF OPA-LOCKA

CITY MANAGER

BY: Olga Richards
LICENSE CLERK

DISPLAY AS REQUIRED BY LAW

4.15 PUBLIC CONSTRUCTION CONTRACT BOND PERFORMANCE, PAYMENT AND GUARANTEE – PER PROJECT / WORK ORDER - AWARDED CONTRACTOR(S) ONLY

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

KNOW ALL PERSONS BY THESE PRESENTS THAT Shawn O Toole President as principal and Arrow Asphalt a corporation organized under the laws of the State of FL with its home office in the City of Pompano as surety (said principal and said surety hereinafter collectively being referred to as obligor), are held and firmly bound unto THE CITY OF NORTH MIAMI BEACH, FLORIDA, hereinafter called the obligee in the sum of _____($_____) lawful money of the United States of America, for the payment whereof to the obligee, the principal and surety respectively bind themselves, their successors, heirs and assigns, jointly and severally firmly by these presents, in accordance with Section 255.05(1), Florida Statutes.

Signed, sealed and dated this _____ day of _____, A.D. 20____

WHEREAS, the principal and obligee have entered into a written agreement, hereinafter called the "Agreement" for the construction complete of

ITB 2016-04 CIVIL WORKS – AS NEEDED – PROJECT TITLE
_____, in the City of North Miami Beach, Florida, pursuant to the Project Manual and Specifications for Bid No. 2016-04, opened_____, to which this Exhibit is attached.

as evidenced by contract and plans and specifications made a part thereof, entered into between the principal and obligee on the _____ day of _____ 20___, a copy of which contract may be attached hereto and is hereby referred to and made a part thereof.

NOW THEREFORE, the condition of the foregoing obligation is such that if the principal shall indemnify the obligee for all loss that the obligee may sustain by reason of the principal's failure to comply with any of the terms of the contract, then this obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance of the principal and surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation.

1. PERFORMANCE: Said principal (Contractor) shall well and truly perform, carry out and abide by all the terms, conditions and provisions of said contract and complete the work therein specified in accordance with the terms thereof and in the event said principal (Contractor) fails to perform said contract as aforesaid, it shall be the duty of the obligor herein to assume responsibility for the performance of said contract and to complete the work therein specified in accordance with the terms thereof, and the obligor herein shall and does hereby agree to indemnify the obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorney's fees, engineering and architectural fees or other professional services which said obligee may incur or which may accrue or be imposed upon it by reason of any negligence, default and/or misconduct on the part of the said contractor, and his agents, servants, and/or employees, in about, or an account of the construction of said work and performance of said contract by the said contractor, and shall repay to and reimburse to the said obligee, promptly upon demand, all sums of money including reasonable attorneys, architects, engineers and other professional services, each and every, reasonably paid out or expended by the said obligee on account of the failure and/or refusal of said contractor to carry out, do, perform, and/or comply with any of the terms and provisions of said contract at the time and in the manner therein provided.

2. PAYMENT: The principal will make payments to all persons supplying the principal labor, material and supplies used directly or indirectly by the principal or any subcontractor or subcontractors of the principal in the prosecution of the work provided for in said contract.

3. GUARANTEE:

A. Materials and workmanship: The principal will guarantee all materials and workmanship installed and performed under the contract for a period of one year after acceptance or work.

B. Successful operation (applying to all mechanical and electrical equipment and all devices and equipment having working parts). The principal will guarantee the successful operation of all mechanical and electrical equipment and all other devices and equipment having working parts for a period of one year after acceptance of the work.

4. SUBCONTRACTORS AND SUPPLIERS: Each and every person, natural and artificial, for whose benefit this bond has been executed, as disclosed by the test of this bond and of said contract, specifications, drawings, and all papers, and said agreement in instruments attached and made a part of the material, or supplies in furtherance of said contract, shall have the same several rights of suits or action upon this bond as if he or they were the obligee or obligees herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said obligees hereof.

5. COURT COSTS AND FEES: In each and every suit brought against the obligor upon this bond, in which the plaintiff shall be successful, there shall be assessed therein against the obligor herein, in favor of the plaintiff therein, reasonable counsel fees, engineers, architect and other expert witness fee, which the obligor hereby expressly agrees to pay as the part of the cost and expense of such suit.

6. ALTERATIONS, ADDITIONS AND CHANGES: That any and all alterations, additions or changes which may be made in the terms of said agreement or in the work to be done thereunder, or the giving by the owner of any extension of time for the performance of said agreement, or by any overpayment or premature payment made by owner to principal, or any forbearance whatsoever on the part of either the owner or the principal, or either or any of them, to the other, shall not in any way nor any extent whatsoever release the principal and the surety, or either of them, from liability hereunder, notice to the surety of any such alterations, additions, changes, extensions, overpayment, premature payments and forbearances being hereby waived.

IN WITNESS WHEREOF the said principal and said surety hereto have caused these presents to be executed this day of _____ 20___.

Signed, sealed and delivered in the presence of:

_____ (SEAL)

By: _____

_____

_____

As to Principal

Attest

_____ Secretary

Signed, sealed and delivered in the presence of:

_____

_____

As to Surety

Attorney-in-fact

_____

Florida Resident Agent

NOTE: If both principal and surety are corporations, the respective corporate seals shall be affixed and attached. ***Power of Attorney to be attached.***

APPROVED AS TO FORM:

_____

CITY ATTORNEY

4.16 LIST OF SUBCONTRACTORS

ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

OWNER: City of North Miami Beach, FL

CONTRACTOR: Arrow Asphalt + Engineering Inc.

All work self Performed

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mill, or Shop	Percent of Total Contract	Specific Description of Subcontract

Attach licenses of Subcontractors as applicable.

Attachment B

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides the Bidder's workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any City Work site.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Not Applicable
Arrow Asphalt pay its employees and has workers compensation and liability insurance

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

The **TOTAL BID AMOUNT** stated below is the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

TOTAL BID GROUP SUMMARY TABLE

ITB 2016-04

GROUP	TOTAL BID AMOUNT PER GROUP
GROUP A	$ 340,800.00
GROUP B	$ 24,200.00
GROUP C	$ 875,200.00
GROUP D	$ 493,311.00
GROUP E	$ 67,042.50
GROUP F	$ 10,645.00
GROUP G	$ 136,600.00
GROUP H	$ 85,000.00
TOTAL BID AMOUNT	$2,032,798.50

Firm's Name: Arnold Asphalt & Engineering, Inc.

Signature: Shawn O'Toole, Pres

Printed Name/Title: Shawn O'Toole President

4.1 ACKNOWLEDGEMENT OF ADDENDA

ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated 7-29-16

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

FIRM NAME: Arrow Asphalt & Engineering, Inc.

AUTHORIZED SIGNATURE: Ma O'Toole **DATE:** 8-3-16

TITLE OF OFFICER: President

City of North Miami Beach, Florida

Procurement Management Division
305-948-2946

ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB 2016-04 CIVIL WORKS (ROADWAY & DRAINAGE PROJECTS & REPAIRS)

ADDENDUM No. 1 **BID OPENING DATE** 08/4/2016 **TODAY'S DATE** 7/29/2016

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Q1: What is the budget for this project?

A1: There is no set budget. This is an ongoing, on demand request for service.

Q2: Please clarify the following,
Section 2.0 Special conditions, Sub-section 2.3 Required Min Qualifications. If our company has less than the 5 years required in this section, will the City allow the contractors key personnel (owners) to qualify the 5 year experience requirement?

Q2: No, the City will not allow.

Reviewed by:

Chief Procurement Officer
Procurement Management Division

Acknowledged by:
Arrow Asphalt + Ent Inc.
Contractor
Shawn O'Toole
Authorized Representative (Printed)
President
Title
Signature
8-3-2016
Date

4.3 BIDDER QUALIFICATION STATEMENT

In order to properly evaluate bid submittals, Bidders are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. Today's Date: 8-3-16
2. Name of Firm Submitting Bid: ARROW Asphalt & ENGINEERING, INC.
3. How many years has your firm been in business under its present business name?: 19
4. Under what other former name(s) has your firm operated?: None

5. Have any similar agreements held by Bidder for similar projects to the proposed projects ever been canceled? Circle one: (No) Yes If yes, please explain:

6. Has the Bidder or any principals of the firm failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: (No) Yes
If yes, please explain:

7. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: (No) Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:

8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Attach Business Tax Receipt, certificate of competency and/or State registration.
E97-200

9. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):
Michael Mantell over 40 year of Asphalt, Water, Sewer, and Drainage experience

10. State the name and title of the individual who will have personal management of the work:
Shawn OToole President
Jonathan Rauser - Chief Foreman Paving Crew

11. State the name and address of attorney, if any, for the firm: N/A

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

Shawn OToole 100%

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by Bidder:

Shawn OToole Arrow Asphalt
3051 NW 129 St Opa Locka, FL 33054

14. Bank references

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
WellsFargo	13100 NW 27 Ave Opa Locka, FL	

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. None

16. Do you have a complete set of documents, including drawings and addenda, if applicable?

Circle one: No (Yes)

17. Did you attend the Pre-Bid Conference? Circle one: (No) Yes

18. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
None	

Municipal Contractor's Tax Receipt

Miami-Dade County, State of Florida

THIS IS NOT A BILL - DO NOT PAY

MC

EXPIRES
SEPTEMBER 30, 2017

BUSINESS NAME/LOCATION
ARROW ASPHALT & ENGINEERING INC

RECEIPT No.

2016-17

OWNER
ARROW ASPHALT & ENGINEERING INC

TYPE OF BUSINESS
SPECIALTY ENGINEERING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
00.00 [illegible]2016
223-16-[illegible]

This receipt is not valid in the following Municipalities: Aventura, Doral, Hialeah, Key Biscayne, Miami Gardens, Miami Lakes, Palmetto Bay, Pinecrest, Sunny Isles Beach, Town of Cutler Bay.

For more information visit www.miamidade.gov/[illegible]

MIAMI-DADE COUNTY

2016-17

Local Business Tax Receipt

Miami-Dade County, State of Florida

THIS IS NOT A BILL - DO NOT PAY

LBT

3780286

BUSINESS NAME/LOCATION
ARROW ASPHALT &
ENGINEERING INC
4051 NW 129 ST
OPA LOCKA, FL 33054

RECEIPT NO.
RENEWAL
3946515

EXPIRES
SEPTEMBER 30, 2017

Must be displayed in place of business
Pursuant to County Code
Chapter 8A - Art. 4 & 10

2016-17

OWNER		SEC.	TYPE OF BUSINESS	PAYMENT RECEIVED BY TAX COLLECTOR
ARROW ASPHALT & ENGINEERING INC		196	SPECIALTY ENGINEERING CONTRACT	75.00 07/15/2016
Worker(s)	20	E97200		PFPPU06-16-019544

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8A-276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

ARROW ASPHALT & ENGINEERING, INC
3050 3051 NW 129 ST
OPA LOCKA, FL 33054

9900006581

City of Opa-locka

Department of Business and Licensing
Occupational License

2016

ARROW ASPHALT & ENGINEERING, INC
3050 3051 NW 129 ST
OPA LOCKA, FL 33054
LICENSE FEE $150.00

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION OF
CERTIFICATE OF USE
IN THE CITY OF OPA-LOCKA WITH THE FOLLOWING RESTRICTIONS:

ISSUED ON 03/19/2014

UNTIL SEPTEMBER 30, 2016 SUBJECT TO THE PROVISIONS OF THE CITY OF OPA-LOCKA ORDINANCES AND STATE AND COUNTY REGULATIONS NOW IN FORCE. (NOTE: THIS LICENSE DOES NOT CONSTITUTE A CERTIFICATION THAT THE LICENSEE IS QUALIFIED TO ENGAGE IN THE BUSINESS OR OCCUPATION SPECIFIED HEREIN.)

CITY OF OPA-LOCKA

CITY MANAGER

BY

LICENSE CLERK

DISPLAY AS REQUIRED BY LAW

4.10 FORM BA-BLACKLIST AFFIDAVIT

BLACKLIST AFFIDAVIT

STATE OF Florida }

COUNTY OF Miami Dade }

Shawn O'Toole being first duly sworn, deposes and says that he/she is the Owner, Partner, Officer, Representative or Agent) of Arrow Asphalt & Engineering, Inc. the Contractor that is to be awarded contract _____ do hereby certify.

"Contractor certifies that it does not and will not blacklist or refuse to conduct business with any company, government entity, or individual based on religion, race or national origin. Contactor understands that the City shall terminate any contract for cause where the City determines that the Contractor has blacklisted or refused to conduct business with any company, governmental entity, or individual based on religion, race or national origin.

By: Shawn O'Toole, Pres
(signature)

Shawn O'Toole
(print name)

Title: President

Notary: State of Florida, County of Miami Dade.

The above name person who has sworn to and subscribed before me this 9 day of August 2016 and is personally known ✓ or has produced _____ as Identification.

Signature of Notary

Thomas L. Hickman
Print or Stamp Commissioned Name of Notary Public

THOMAS L. HICKMAN
Notary Public - State of Florida
Commission # FF 240373
My Comm. Expires Jun 14, 2019
Bonded through National Notary Assn.

4.10 NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Miami Dade

Shawn O Toole, being first duly sworn, deposes and says that:

(1) He/she is President of Arrow Asphalt Eng., the Bidder that has submitted the attached Bid.

(2) Bidder has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the CITY OF NORTH MIAMI BEACH or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) Shawn O Toole Pres

Title President

Subscribed and sworn to before me this
2 day of August, 2016
My commission expires: 06/14/2019

THOMAS L. NICKMAN
Notary Public - State of Florida
Commission # FF 240373
My Comm. Expires Jun 14, 2019
Bonded through National Notary Assn.

4.11 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees or elected officials of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [illegible]

Title: President

Sworn and subscribed before this

30 day of August, 2016

[illegible]
Notary Public, State of Florida

Thomas L. Hickman
(Printed Name)

My commission expires: June 14, 2019

THOMAS L. HICKMAN
Notary Public - State of Florida
Commission # FF 240373
My Comm. Expires Jun 14, 2019
Bonded through National Notary Assn.

4.12 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of NMB

by Shawn OToole Pres for Arrow Asphalt & Engineering, Inc.

(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is 3051 NW 129 Street Opa Locka FL 33054

and if applicable its Federal Employer Identification Number (FEIN) is 65-0724450 If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statues, means a violation of any state or federal law by a person with respect to an directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "Affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime, or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a *pooling* of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___✓___ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___✓___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies.

___✓___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any

affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 2 day of August, 2016.

Personally known ✓

Or produced identification _____ Notary Public-State of Florida

Driver License my commission expires June 14, 2019

(Type of identification)

Thomas L. Hickman

(Printed, typed or stamped commissioned name of notary public)

THOMAS L. HICKMAN
Notary Public - State of Florida
Commission # FF 240373
My Comm. Expires Jun 14, 2019
Bonded through National Notary Assn.

4.13 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.citynmb.com ☑
2. www.demandstar.com ☐
3. Daily Business Review ☐
4. The Miami Herald ☐
5. Referral/word- of mouth ☐ Specify Source: _____
6. Search Engine/Internet search ☐
7. E-mail, newsgroup, online chat ☐ Specify Source: _____
8. Banner or Link on another website ☐
9. Flyer, newsletter, direct mail ☐ Specify Source: _____

Other ☐ Specify Source: _____

4.14 BID BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT Arrow Asphalt & Engineering, Inc. as Principal,

and FCCI Insurance Company as Surety,

are held and firmly bound unto City of North Miami Beach

Hereinafter called "Owner," in the sum of Five Percent of AMount of bid 5% amt of bid

Two Million Thirty Two Thousand Seven Hundred Ninety Eight & 50/100 dollars, for the payment of which sum, well and (not less than 5 percent of the total amount of the bid)

truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the Bid Form(s)

Owner's Contract Documents entitled

"ITB 2016-04 CIVIL WORKS – AS NEEDED"

NOW THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required under the heading "Instructions to Bidders" bond with said contract Documents, enters into a written Contract of the form of agreement bound with said Contract Documents and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and material, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 4th day of August, 2016

Arrow Asphalt & Engineering, Inc.	FCCI Insurance Company
Shawn O'Toole (SEAL)	(SEAL)
(Principal)	(Surety)
By: Shawn O'Toole, Pres	By:
(Signature)	(Signature) Ramon A Rodriguez, Atty-in-fact & FL Res Agent

(SEAL AND ATTACH NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Bid Requirements Checklist

Bidder has attached all documents listed and any other pertinent information. The items listed are to be executed by an authorized agent of the Bidder, notarized (if applicable), and submitted as a condition to this Invitation to Bid.

One (1) original and One (1) copy of bid provided	Yes✓ No__
One flash drive/CD containing a single PDF file of original submission	Yes✓ No__
All addenda signed and included (if applicable)	Yes✓ No__
Bid Form/Bid Submittal Required Forms – (Section 4)	Yes✓ No__
Bid Bond Form with notarial acknowledgement of Surety	Yes✓ No__
Licenses, Trainings and Certifications of Contractor and Subcontractor(s)	Yes✓ No__
Business Tax Receipt	Yes✓ No__
Current Certificate of Liability Insurance	Yes✓ No__

This checklist is provided as a courtesy to the Bidder to aid in preparation of bid response. Bidder is solely responsible for including all items as specified herein.

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP A
DEMOLITION AND SITE PREPARATION

See Bid Specification Section of this contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
A1	CLEARING, GRUBBING, REMOVAL AND DISPOSAL OF MATERIALS PER CURRENT MIAMI-DADE COUNTY PUBLIC WORKS MANAL PART II, ROAD SPECIFICATIONS SECTION 24 - CLEARING AND GRUBBING, TREE REMOVAL UP TO TWELVE (12") INCHES TRUNK DIAMETER INCLUDED	SY	3,500	3.00	$ 10,500.00
A2	SAW CUT, REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT UP TO TWO (2") INCHES THICK	SY	2,500	11.00	$27,500.00
A3	ADDITIONAL COST PER ONE (1") INCH THICKNESS AFTER TWO (2") INCHES TO SAW CUT, REMOVE AND DISPOSE OF ASPHALT PAVEMENT	SY	1,000	2.50	$2,500.00
A4	1 INCH THICK MILLING, REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT (FIRST 50 SQUARE YARDS)	SY	15,000	7.50	$112,500.00
A5	1 INCH THICK MILLING, REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT (AFTER FIRST 50 SQUARE YARDS)	SY	1,500	7.00	$10,500.00
A6	MILL ADDITIONAL 1 INCH THICK ASPHALT PAVEMENT, REMOVE AND DISPOSE AFTER THE FIRST INCH OF MILLED PAVEMENT	SY	15,000	.90	$13,500.00
A7	SAWCUT,REMOVAL, AND DISPOSAL OF EXISTING CONCRETE SIDEWALK OR SLAB UP TO 4 INCHES THICK	SY	2,500	18.00	$45,000.00
A8	SAWCUT, REMOVAL, AND DISPOSAL OF CONCRETE SIDEWALK OR SLAB MORE THAN 4 INCHES UP TO 6 INCHES THICK	SY	1,000	27.00	$ 27,000.00
A9	SAWCUT, REMOVAL, AND DISPOSAL OF EXISTING CONCRETE SIDEWALK OR SLAB FOR EACH ADDITIONAL INCH OF THICKNESS AFTER 6 INCHES	SY	600	5.00	$3,000.00
A10	SAWCUT,REMOVAL,AND DISPOSAL OF EXISTING CONCRETE TYPE" D" CURB	LF	100	8.00	$ 800.00
A11	SAWCUT, REMOVAL, AND DISPOSAL OF EXISTING CONCRETE TYPE "F" CURB AND GUTTER	LF	1,500	8.00	$12,000.00
A12	SAWCUT,REMOVAL, AND DISPOSAL OF EXISTING CONCRETE 24 INCH VALLEY GUTTER	LF	1,500	7.00	$10,500.00
A13	REMOVAL,AND DISPOSAL OF EXISTING CMP / HDPE DRAINAGE PIPE (DEMOLITION ONLY)	LF	500	18.00	$9,000.00
A14	REMOVAL, AND DISPOSAL OF EXISTING CONCRETE DRAINAGE PIPE (DEMOLITION ONLY)	LF	500	22.00	$11,000.00
A15	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRAINAGE STRUCTURE UP TO 48 INCHES ROUND OR SQUARE (DEMOLITION ONLY)	EA	5	500.00	$2,500.00
A16	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRAINAGE STRUCTURE LARGER THAN 48 INCHES OR SQUARE (DEMOLITION ONLY)	EA	5	600.00	$3,000.00
A17	REMOVAL AND DISPOSAL OF EXISTING ASBESTOS PIPE UP TO 12 INCHES IN DIAMETER PER MD-DERM AND EPA REQUIREMENTS AND SHALL INCLUDE THE DISPOSAL PERMIT	LF	200	200.00	$40,000.00
	TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A17 INCLUSIVE:			$340,800.00	
	Total			$ $340,800.00	
	Bidder:				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP B					
UTILITY ADJUSTMENTS					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
B1	ADJUSTMENT OF EXISTING VALVE BOX, SET TO FINISH GRADE	EA	20	380.00	$7,600.00
B2	ADJUSTMENT OF EXISTING CATCH BASIN FRAME AND GRATE, SET TO FINISH GRADE	EA	5	400.00	$2,000.00
B3	ADJUSTMENT OF EXISTING MANHOLE RING AND COVER, SET TO FINISH GRADE	EA	5	400.00	$2,000.00
B4	ADJUSTMENT OF EXISTING UTILITY BOX, WITH SIZE UP TO 24 INCHES WIDE X 36 INCHES LONG, SET TO FINISH GRADE	EA	10	480.00	$4,800.00
B5	ADJUSTMENT OF EXISTING UTILITY BOX, WITH SIZE LARGER THAN 24 INCHES WIDE X 36 INCHES LONG, SET TO FINISH GRADE	EA	6	550.00	$3,300.00
B6	RELOCATE EXISTING MIAMI-DADE COUNTY TRAFFIC REGULATORY SIGN PER MUTCD AND MDCPW STANDARD SPECIFICATION	EA	5	450.00	$2,250.00
B7	RELOCATE EXISTING CITY OF NORTH MIAMI BEACH MAINTAINED SIGN PER MDCPW STANDARD SPECIFICATION	EA	5	450.00	$2,250.00
	TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B7 INCLUSIVE:				$24,200.00
	Total	$ 24,200.00			
	Bidder:				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP C
GRADING AND PAVING

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C1	TYPE S-1 STRUCTURAL COURSE ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED	SY	2,000	8.00	$16,000.00
C2	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED	SY	2,000	11.50	$23,000.00
C3	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MANUAL LAYED	SY	1,000	8.50	$8500.00
C4	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MANUAL LAYED	SY	1,000	14.00	$14,000.00
C5	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED	SY	4,000	8.00	$32,000.00
C6	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1.5 INCH THICK) MACHINE LAYED	SY	5,000	11.50	$57,500.00
C7	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1-INCH THICK) MANUAL LAYED	SY	5,000	8.50	$42,500.00
C8	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1.5 INCH THICK) MANUAL LAYED	SY	5,000	14.00	$70,000.00
C9	SUPERPAVE SP-9.5 ASPHALTIC CONCRETE PAVEMENT (1-INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS	SY	5,000	8.00	$40,000.00
C10	SUPERPAVE SP-9.5 ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACINE LAYED PER FDOT SPECTIFIACTIONS	SY	3,500	11.50	$28,750.00
C11	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS.	SY	5,000	8.00	$40,000.00
C12	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT(1.5 INCHES THICK) MACHINE LAYED PER FDOT SPECIFICATIONS	SY	5,000	11.50	$57,500.00
C13	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS.	SY	5,000	8.00	$40,000.00
C14	FC-9.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT(1 INCH THICK) MACHINE LAYED PER FDOT STANDARDS	SY	5,000	9.75	$48,750.00
C15	FC-9.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT(1.5 INCH THICK) MACHINE LAYED PER FDOT STANDARDS	SY	5,000	11.50	$57,500.00
C16	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED PER FDOT STANDARDS	SY	1,000	13.50	$13,500.00
C17	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT ADDITIONAL 1 INCH MACHINE LAYED PER FDOT STANDARDS	SY	1,000	8.00	$8,000.00
C18	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED PER FDOT STANDARDS	SY	1,000	14.50	$14,500.00
C19	SUBGRADE, GRADING,COMPACTION STABLIZATION @ 98% DENSITY (12 INCH THICK @ 2 LIFTS OF 6 INCHES, WITH COMMERCIAL STABLIZING MATERIAL MEETING THE REQUIREMENTS OF MDCPW SPECIFICATION	SY	3,000	4.00	$12,000.00
C20	SUBGRADE,GRADING, COMPACTION STABLIZATION @ 98% DENSITY (12-INCH THICK) @ 2 LIFTS OF 6 INCHES THICK, WITH COMMERCIAL STABLIZING MATERIAL MEETING THE REQUIREMENTS OF FDOT SPECIFICATION FOR ROAD BED CONSTRUCTION	SY	3,000	4.50	$13,500.00
C21	LIMEROCK BASE, FDOT GROUP 4 (6 INCHES THICK) INCLUDING GRADING AND COMPACTION STABLIZATION @ 98 % DENSITY, TACKED COAT OR PRIMED PER THE REQUIREMENTS OF FDOT SPECIFICATIONS	SY	500	12.00	$6000.00
C22	LIMEROCK BASE, FDOT GROUP 6 (8 INCHES THICK) INCLUDING GRADING AND COMPACTION STABLIZATION @ 98 % DENSITY, TACKED COAT OR PRIMED PER THE REQUIREMENTS OF FDOT SPECIFICATIONS	SY	2,000	12.50	$25,000.00
C23	LIMEROCK BASE (6 INCHES THICK) INCLUDING GRADING AND COMPACTION @ 98 % DENSITY, TACK COAT OR PRIMED PER THE REQUIREMENTS OF MDCPW SPECIFICATIONS	SY	500	12.00	$6000.00
C24	LIMEROCK BASE (8 INCHES THICK) INCLUDING GRADING AND COMPACTION @ 98 % DENSITY, TACK COAT OR PRIMED PER THE REQUIREMENTS OF MDCPW SPECIFICATIONS	SY	2,000	12.50	$25,000.00
C25	EACH ADDITIONAL 2 INCHES OF LIMEROCK BASE MATERIAL UNDER PAVEMENT	SY			$ -
C26	REWORK, SCARIFY, RE-GRADE AND COMPACT FIRST 2 INCHES OF LIMEROCK BASE UNDER PAVEMENT	SY	2,000	5.00	$10,000.00
C27	CONCRETE SIDEWALK OR SLAB (4 INCHES THICK) PER FDOT CLASS 1 MIX	SY	500	38.50	$19,250.00
C28	CONCRETE SIDEWALK OR SLAB (6 INCHES THICK) PER FDOT CLASS 1 MIX	SY	500	47.00	$23,500.00
C29	CONCRETE SIDEWALK OR SLAB (4 INCHES THICK) CLASS 1 CONCRETE PLANT MIX 3,000 PSI IN 28 DAYS PER MDCPW MIX SPECIFICATION	SY	500	38.50	$19,250.00
C30	CONCRETE SIDEWALK OR SLAB (6 INCHES THICK) CLASS 1 CONCRETE PLANT MIX 3,000 PSI IN 28 DAYS PER MDCPW MIX SPECIFICATION	SY	100	47.00	$4700.00
C31	ADDITIONAL COST FOR PLANT MIX COLORED CONCRETE	SY	100	10.00	$1000.00
C32	ADDITIONAL COST FOR CONCRETE PATTERN OR STAMPING	SY	100	25.00	$2500.00
C33	CONCRETE VALLEY GUTTER PER FDOT / MDCPW SPECIFICATIONS	LF	50	25.00	$1250.00
C34	TYPE "D" CONCRETE CURB	LF	1,000	14.00	$14,000.00
C35	TYPE "F" CONCRETE CURB AND GUTTER PER FDOT / MDCPW SPECIFICATIONS	LF	2,000	18.00	$36,000.00
C36	ADDITIONAL COST FOR CURB AND GUTTER CONCRETE PLANT MIX COLOR PER SQUARE YARD.	SY	200	10.00	$2000.00
C37	24 INCHES X 48 INCHES YELLOW TRUNCATED DOME DETECTABLE WARNING TILE CAST IN CONCRETE RAMP PER ADA STANDARD REQUIREMENTS	EA	30	250.00	$7500.00
C38	24 INCHES X 60 INCHES YELLOW TRUNCATED DOME DETECTABLE WARNING TILE CAST IN CONCRETE RAMP PER ADA STANDARD REQUIREMENTS	EA	15	300.00	$4500.00
C39	WALKWAY PAVERS INSTALLATION PER ASTM C902, 8,000 PSI WITH 2" LEVELING SAND BED FOR PEDESTRIANS AND LIGHT TRAFFIC APPLICATIONS	SY	200	35.00	$7000.00
C40	DRIVEWAY PAVERS INSTALLATION PER ASTM C1272, 8,000 PSI SET ON A CONCRETE OR BITUMINOUS BED (TYPE R) FOR HEAVY VEHICULAR TRAFFIC APPLICATION	SY	100	50.00	$5000.00
C41	DRIVEWAY PAVERS INSTALLATION PER ASTM C1272, 10,000 PSI SET ON 2" LEVELING SAND BED FOR HEAVY VEHICULAR TRAFFIC APPLICATION	SY	150	55.00	$8250.00
C42	REWORK, SCARIFY, RE-GRADE AND COMPACT FIRST 2 INCHES OF LIMEROCK BASE UNDER PAVEMENT	SY	2,000	5.00	$10,000.00

TOTAL: 875,200.00

GROUP D
STORMWATER DRAINAGE

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D1	EXFILTRATION TRENCH, 24" HDPE PERFORATED PIPE @ 16 FEET DEEP X 4 FEET WIDE	LF	500	150.00	75000.00
D2	EXFILTRATION TRENCH, 24" HDPE PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	140.00	14000.00
D3	EXFILTRATION TRENCH, 18" HDPE PERFORATED PIPE @ 16 FEET DEEP X 4 FEET WIDE	LF	100	145.00	14500.00
D4	EXFILTRATION TRENCH, 18" HDPE PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	135.00	13500.00
D5	EXFILTRATION TRENCH, 24" ALUMINUM PERFORATED PIPE @ 16 FEET DEEP X 4 FEET WIDE	LF	100	155.00	15500.00
D6	EXFILTRATION TRENCH, 24" ALUMINUM PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	145.00	14500.00
D7	EXFILTRATION TRENCH, 18" ALUMINUM PERFORATED PIPE @ 16 FEET DEEP X 4 FEET WIDE	LF	100	150.00	15000.00
D8	EXFILTRATION TRENCH, 18" ALUMINUM PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	140.00	14000.00
D9	SNAP SHOUT BAFFLE 24R FOR 18" PIPE AND ROUND STRUCTURE	EA	4	380.00	1520.00
D10	SNAP SHOUT BAFFLE 24F FOR 18" PIPE AND SQUARE STRUCTURE	EA	6	380.00	2280.00
D11	SNAP SHOUT BAFFLE 36R FOR 24" PIPE AND ROUND STRUCTURE	EA	6	400.	2400.
D12	SNAP SHOUT BAFFLE 36F FOR 24" PIPE AND SQUARE STRUCTURE	EA	10	400.	4000.
D13	SNAP SHOUT BAFFLE 54R FOR 36" PIPE AND ROUND STRUCTURE	EA	2	460.	920.
D14	SNAP SHOUT BAFFLE 54F FOR 36" PIPE AND SQUARE STRUCTURE	EA	2	460.	920.
D15	FRAME AND GRATE USF 5120-5170 FOR CMMB INLET OR CMMB APPROVED EQUAL	EA	10	600.	6000.
D16	HINGED FRAME AND GRATE USF 4760-5223 FOR PARKING LOT CATCH BASIN INLET OR CMMB APPROVED EQUAL	EA	15	675.	10125.
D17	FRAME AND GRATE USF 6113-6143 FOR VALLEY GUTTER INLET OR CMMB APPROVED EQUAL	EA	10	1015.	6580.
D18	RETICULINE DITCH BOTTOM INLET STEEL GRATE USF 6667 OR CMMB APPROVED EQUAL	EA	5	650	3250.
D19	RETICULINE DITCH BOTTOM INLET STEEL GRATE USF 6846 OR CMMB APPROVED EQUAL	EA	5	625.	3125.
D20	FRAME AND GRATE USF 5219 OR CMMB APPROVED EQUAL	EA	5	660.	3300
D21	FRAME AND GRATE USF 5212 FOR TYPE C 24" X 37" CB OR CMMB APPROVED EQUAL	EA	5	675	3375
D22	FRAME AND GRATE USF 5515 OR CMMB APPROVED EQUAL	EA	5	660	3300
D23	FRAME AND GRATE USF 5511 OR CMMB APPROVED EQUAL	EA	5	650	3250
D24	USF C30 MANHOLE RING AND EV COVER 30-5/8" OPENING WITH CITY SEAL	EA	5	700	3500
D25	USF 1120 MANHOLE RING AND T COVER 24-1/4" OPENING WITH CITY SEAL	EA	5	725	3625
D26	10-INCH DIAMETER SOLID HDPE PIPE	LF	60	50	3000
D27	18-INCH DIAMETER SOLID HDPE PIPE	LF	40	55	2200
D28	24-INCH DIAMETER SOLID HDPE PIPE	LF	40	65.	2600.00
D29	30-INCH DIAMETER SOLID HDPE PIPE	LF	40	70.	2800.00
D30	36-INCH DIAMETER SOLID HDPE PIPE	LF	60	80.	4800.
D31	18-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	100	50.	5000.00
D32	24-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	60	55.	3300.
D33	30-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	100	65.	6500
D34	36-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	40	70.	2800
D35	18-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	60	80.	4800
D36	18-INCH DIAMETER SOLID PRCP PIPE	LF	60	70.	4200
D37	18-INCH DIAMETER SOLID PRCP PIPE	LF	40	75.	3000.
D38	24-INCH DIAMETER SOLID PRCP PIPE	LF	60	80.	4800
D39	30-INCH DIAMETER SOLID PRCP PIPE	LF	40	84	3360
D40	36-INCH DIAMETER SOLID PRCP PIPE	LF	60	90.	5400
D41	FDOT TYPE-C CATCH BASIN 24" X 37" WITH 3-FOOT SUMP CONCRETE DRAINAGE STRUCTURE UP TO 60" DEEP	EA	15	3000.	45,000.00
D42	ADDITIONAL COST PER FOOT OF DEPTH FOR FDOT TYPE-C CATCH BASIN 24" X 37" WITH 3-FOOT SUMP CONCRETE DRAINAGE STRUCTURE OVER 60" DEEP	EA	5	300.	15000.00
D43	30" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	6	3600	21,600
D44	ADDITIONAL COST PER FOOT OF DEPTH FOR 30" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2	350.	700.
D45	42" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	4	3900	15,600.00
D46	ADDITIONAL COST PER FOOT OF DEPTH FOR 42" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2	460	920.00
D47	48" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	4	4400	17,600
D48	ADDITIONAL COST PER FOOT OF DEPTH FOR 48" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2	450.	900.
D49	60" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	6	4800	24,000
D50	ADDITIONAL COST PER FOOT OF DEPTH FOR 60" SQUARE OR ROUND TYPE-C OR D WITH 3-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB OR MH	EA	2	470.	940.00
D51	42" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	4	4850	19400
D52	ADDITIONAL COST PER FOOT OF DEPTH FOR 42" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR FRENCH DRAIN	EA	2	450.00	900.00
D53	60" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	6	5250.	26,350.
D54	ADDITIONAL COST PER FOOT OF DEPTH FOR 60" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR FRENCH DRAIN	EA	2	470.	940.00
D55	72" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	1	5296.00	5296.00
D56	ADDITIONAL COST PER FOOT OF DEPTH FOR 72" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR FRENCH DRAIN	EA	1	470.	470
D57	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 6-INCH OR LESS DIAMETER PIPE	EA	1	850.	850.
D58	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 8-INCH DIAMETER PIPE	EA	1	550.	550
D59	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 10-INCH DIAMETER PIPE	EA	1	570.	570.
D60	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 12-INCH DIAMETER PIPE	EA	1	600.	600.
D61	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 15-INCH DIAMETER PIPE	EA	5	675.	3375
D62	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 18-INCH DIAMETER PIPE	EA	2	720.	1440.00
D63	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 24-INCH DIAMETER PIPE	EA	2	800.	1600.
D64	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 30-INCH DIAMETER PIPE	EA	5	1000.	5000.
D65	VACUUM TRUCK CLEANING OF EXISTING DRAINAGE STRUCTURES	PER HR	1	175	175
D66	VACUUM TRUCK CLEANING OF EXISTING DRAINAGE PIPES	PER HR	1	175.	175.
D67	COMPRESSED AIR LIFT CLEAN, REMOVE AND DISPOSE SEDIMENTS OR SLUDGE AND REHABILITATE EXISTING DRAINAGE WELL (24" TO 36" DIAMETER CASING)	PER HR	1	300.	300.
	TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D67 INCLUSIVE:				
	Total			493	311
	Bidder:			Acme Asphalt	+ Ens. Inc.

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP E
TRAFFIC SIGNS AND PAVEMENT MARKINGS

See Bid Specification Section of this contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
E1	4-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	2,000	.65	$ 1300.00
E2	6-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	1,000	.74	$ 740.00
E3	8-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250	1.10	$ 275.00
E4	10-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250	2.00	$ 500.00
E5	12-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	500	2.30	$ 1150.00
E6	16-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250	3.60	$ 900.00
E7	24-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	500	5.00	$ 2500.00
E8	12-INCH WIDE ARROW, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	20	85.00	$ 1700.00
E9	LETTERING PER LETTER, LESS THAN 12" HIGH, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	25	14.00	$ 350.00
E10	LETTERING PER LETTER, BETWEEN 12" - 24" HIGH, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	30	28.00	$ 840.00
E11	HANDICAP 5' WIDE AND 16'-18' LONG ACCESS AISLE PAVEMENT MARKING THERMOPLASTIC	EA	20	75.00	$ 1500.00
E12	HANDICAP SYMBOL PAVEMENT MARKING THERMOPLASTIC	EA	20	60.00	$ 1200.00
E13	HANDICAP SYMBOL IN BLUE 4' X 4' BACKGROUND PAVEMENT MARKING THERMOPLASTIC	EA	20	90.00	$ 1800.00
E14	4-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	2,000	.40	$ 800.00
E15	6-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	2,000	.45	$ 900.00
E16	8-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250	.55	$ 137.50
E17	10-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250	.70	$ 175.00
E18	12-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	500	.78	$ 390.00
E19	16-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250	.90	$ 225.00
E20	24-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	500	1.00	$ 500.00
E21	12-INCH WIDE ARROW, WHITE, YELLOW, GREEN OR BLUE LATEX	LF	20	25.00	$ 500.00
E22	LETTERING PER LETTER, LESS THAN 12" HIGH, WHITE, YELLOW, GREEN OR BLUE LATEX	EA	20	5.00	$ 100.00
E23	LETTERING PER LETTER, BETWEEN 12" - 24" HIGH, WHITE, YELLOW, GREEN OR BLUE LATEX	EA	30	6.00	$ 180.00
E24	HANDICAP 5' WIDE AND 16'-18' LONG ACCESS AISLE PAVEMENT MARKING LATEX	EA	20	40.00	$ 800.00
E25	HANDICAP SYMBOL PAVEMENT MARKING LATEX	EA	20	25.00	$ 500.00
E26	HANDICAP SYMBOL IN BLUE 4' X 4' BACKGROUND PAVEMENT MARKING LATEX	EA	20	40.00	$ 800.00
E27	REFLECTIVE PAVEMENT MARKERS (RPM)	EA	100	10.00	$ 1,000.00
E28	REFLECTIVE DELINEATOR MARKERS (TUBE OR PANEL)	EA	50	95.00	$ 4750.00
E29	BABY CARRIAGE SIGN & POST IN CONCRETE	EA	5	175.00	$ 875.00
E30	BABY CARRIAGE SIGN & POST IN ASPHALT/GROUND	EA	2	165.00	$ 330.00
E31	BABY CARRIAGE SIGN & POST WALL MOUNTED	EA	5	100.00	$ 500.00
E32	CONCRETE WHEELSTOP	EA	50	34.00	$ 1700.00
E33	CONCRETE WHEELSTOP (PAINTED)	EA	50	4.50	$ 225.00
E34	HANDICAP SIGN - POST IN CONCRETE	EA	20	175.00	$ 3500.00
E35	HANDICAP SIGN - POST IN ASPHALT/GROUND	EA	20	165.00	$ 3300.00
E36	HANDICAP SIGN - WALL MOUNTED	EA	5	100.00	$ 500.00
E37	4' HIGH X 4" DIAMETER CONCRETE FILLED DUCTILE PIPE PAINTED BOLLARD @ 2' DEEP 8" DIA CONCRETE FOUNDATION	EA	20	325.00	$ 6500.00
E38	SEALCOATING INCLUDING SWEEPING AND DEGREASING UP TO 3000 SF PER JOB	SY	1,000	2.00	$ 2000.00
E39	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 3000 - 10,000 SF PER JOB	SY	2,000	1.20	$ 2400.00
E40	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 10,000 - 20,000 SF PER JOB	SY	4,000	1.10	$ 4400.00
E41	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 20,000 - 50,000 SF PER JOB UP	SY	6,000	1.05	$ 6300.00
E42	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 50,000 SF PER JOB	SY	8,000	1.00	$ 8000.00
	TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E42 INCLUSIVE:				67042.50
	Total $ 67,042.50				
	Bidder: Arrow Asphalt & Eng. Inc.				

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP F

See Bid Specification Section of this contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
F1	BARRICADES TYPE I & II AND SIGNS MORE THAN 5 UNITS PER DAY	EA	150	30.00	$ 4500.00 -
F2	BARRICADE TYPE III (6-FOOT LONG) PER DAY	EA	20	20.00	$ 400.00 -
F3	PLASTIC DRUMS PER DAY	EA	20	8.50	$ 170.00 -
F4	JERSEY WALL CONCRETE OR WATER FILLED PER DAY	EA	10	25.00	$ 250.00 -
F5	TRAILER MOUNTED ELECTRONIC ARROW BOARD PER DAY	EA	10	40.00	$ 400.00 -
F6	TRAILER MOUNTED ELECTRONIC READER BOARD PER DAY	EA	10	60.00	$ 600.00 -
F7	FLAGMAN PER HOUR	EA	10	45.00	$ 450.00 -
F8	PLASTIC ORANGE SAFETY FENCING WITH 3/4" SUPPORT REBARS AND PLASTIC SAFETY CAP @ MAXIMUM 10' O.C. (WHERE APPLICABLE)	LF	500	4.25	$ 2125.00 -
F9	PLASTIC ORANGE SAFETY CONES PER DAY	EA	500	2.60	$ 1300.00 -
F10	TRAFFIC STEEL PLATE	EA	10	45.00	$ 450.00 -
	TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F10 INCLUSIVE:				10,645.00

Total $ 10,645.00 -

Bidder: Arrow Asphalt & Eng. Inc

BID FORM
CIVIL WORKS
FORM BP (BID PRICING)

GROUP G

WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G1	4 FEET DEEP PRECAST MANHOLE FOR BUTTERFLY VALVE 30 INCHES IN DIAMETER OR LARGER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. WS 3.14. WITH FRAME AND COVER	EA	4	4500.00	$18000.00
G2	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST MANHOLE FOR BUTTERFLY VALVE 30 INCHES IN DIAMETER OR LARGER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. WS 3.14. WITH FRAME AND COVER GREATER THAN 4 FEET DEEP	EA	2	400.00	$800.00
G3	TYPE "A" MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 4.0.	EA	12	650.00	$7800.00
G4	CONCRETE PRECAST STANDARD SEWER MANHOLE 5 FEET DEEP WITH FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 6.0 - 6.2.	EA	3	4500.00	$13500.00
G5	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST STANDARD SEWER MANHOLE WITH FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 6.0 - 6.2. GREATER THAN 8 FEET DEEP	EA	2	400.00	$800.00
G6	4 FEET DEEP OR LESS CONCRETE PRECAST SHALLOW MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 7.0.	EA	3	4000.00	$12000.00
G7	4 FEET DEEP OR LESS CONCRETE PRECAST DROP CONNECTION MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 9.0.	EA	2	4500.00	$9000.00
G8	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST DROP CONNECTION MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 9.0. GREATER THAN 4 FEET DEEP	EA	2	400.00	$800.00
G9	4 FEET DEEP OR LESS CONCRETE PRECAST CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 15.0.	EA	3	4500.00	$13500.00
G10	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 15.0. GREATER THAN 4 FEET DEEP	EA	2	400.00	$800.00
G11	4 FEET DEEP OR LESS CONCRETE PRECAST PLUG VALVE AND CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 16.0.	EA	2	4500.00	$9000.00
G12	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST PLUG VALVE AND CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 16.0. GREATER THAN 4 FEET DEEP	EA	2	400.00	$800.00
G13	4 FEET DEEP OR LESS, 5 FEET WIDE X 5 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	4200.00	$8400.00
G14	ADDITIONAL COST PER FOOT OF DEPTH FOR A 5 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	4600.00	$9200.00
G15	4 FEET DEEP OR LESS, 5 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	4600.00	$9200.00
G16	ADDITIONAL COST PER FOOT OF DEPTH FOR A 5 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	600.00	$1200.00
G17	4 FEET DEEP OR LESS, 6 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	4600.00	$9200.00
G18	ADDITIONAL COST PER FOOT OF DEPTH FOR A 6 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	600.00	$1200.00
G19	4 FEET DEEP OR LESS, 8 FEET WIDE X 8 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	5000.00	$10,000.00
G20	ADDITIONAL COST PER FOOT OF DEPTH FOR A 8 FEET WIDE X 8 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	700.00	$1400.00

TOTAL BID FOR GROUP "G" - ITEMS G1 THROUGH G20 INCLUSIVE:

Total $ 136,600.00

Bidder: Arrow Asphalt + Eng. Inc.

NAME OF BIDDER: Arrow Asphalt + Eng. Inc.

BID FORM
CIVIL WORKS
CITY OF NORTH MIAMI BEACH
FORM BP (BID PRICING)

GROUP H					
CONCRETE SIDEWALK GRINDING					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
H1	CONCRETE SIDEWALK GRINDING TO MEET ADA REQUIREMENTS. CALCULATED AT AVERAGE HALF (1/2) INCH THICK INCREMENT FOR 4 FEET WIDE SIDEWALK	EA	500	50.00	$ 25,000.00
H2	CONCRETE SIDEWALK GRINDING TO MEET ADA REQUIREMENTS. CALCULATED AT AVERAGE HALF (1/2) INCH THICK INCREMENT FOR 5 FEET WIDE SIDEWALK	EA	1,000	60.00	$ 60,000.00
	TOTAL BID FOR GROUP "I" - ITEMS H1 THROUGH H2 INCLUSIVE:				
	Total	$ 85,000.00			
	Bidder:	Arrow Asphalt + Ens Inc			

Arrow Asphalt & Engineering, INC. Bid 2016-04

Total for Groups:

GROUP	A	Total	340,800.00
GROUP	B	Total	24,200.00
GROUP	C	Total	875,200.00
GROUP	D	Total	493,311.00
GROUP	E	Total	67,042.50
GROUP	F	Total	10,645.00
GROUP	G	Total	136,600.00
GROUP	H	Total	85,000.00
GRAND TOTAL			**2,032,798.50**

GROUP A					
DEMOLITION AND SITE PREPARATION					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
A1	CLEARING, GRUBBING, REMOVAL AND DISPOSAL OF MATERIALS PER CURRENT MIAMI-DADE COUNTY PUBLIC WORKS MANAL PART II, ROAD SPECIFICATIONS SECTION 24 - CLEARING AND GRUBBING, TREE REMOVAL UP TO TWELVE (12") INCHES TRUNK DIAMETER INCLUDED	SY	3,500	$3.00	$10,500.00
A2	SAW CUT, REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT UP TO TWO (2") INCHES THICK	SY	2,500	$11.00	$27,500.00
A3	ADDITIONAL COST PER ONE (1") INCH THICKNESS AFTER TWO (2") INCHES TO SAW CUT, REMOVE AND DISPOSE OF ASPHALT PAVEMENT	SY	1,000	$2.50	$2,500.00
A4	1 INCH THICK MILLING, REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT (FIRST 50 SQUARE YARDS)	SY	15,000	$7.50	$112,500.00
A5	1 INCH THICK MILLING, REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT (AFTER FIRST 50 SQUARE YARDS)	SY	1,500	$7.00	$10,500.00
A6	MILL ADDITIONAL 1 INCH THICK ASPHALT PAVEMENT, REMOVE AND DISPOSE AFTER THE FIRST INCH OF MILLED PAVEMENT	SY	15,000	$0.90	$13,500.00
A7	SAWCUT,REMOVAL, AND DISPOSAL OF EXISTING CONCRETE SIDEWALK OR SLAB UP TO 4 INCHES THICK	SY	2,500	$18.00	$45,000.00
A8	SAWCUT, REMOVAL, AND DISPOSAL OF CONCRETE SIDEWALK OR SLAB MORE THAN 4 INCHES UP TO 6 INCHES THICK	SY	1,000	$27.00	$27,000.00
A9	SAWCUT, REMOVAL, AND DISPOSAL OF EXISTING CONCRETE SIDEWALK OR SLAB FOR EACH ADDITIONAL INCH OF THICKNESS AFTER 6 INCHES	SY	600	$5.00	$3,000.00
A10	SAWCUT,REMOVAL,AND DISPOSAL OF EXISTING CONCRETE TYPE" D" CURB	LF	100	$8.00	$800.00
A11	SAWCUT, REMOVAL, AND DISPOSAL OF EXISTING CONCRETE TYPE "F" CURB AND GUTTER	LF	1,500	$8.00	$12,000.00

GROUP A					
DEMOLITION AND SITE PREPARATION					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
A12	SAWCUT,REMOVAL, AND DISPOSAL OF EXISTING CONCRETE 24 INCH VALLEY GUTTER	LF	1,500	$7.00	$10,500.00
A13	REMOVAL,AND DISPOSAL OF EXISTING CMP / HDPE DRAINAGE PIPE (DEMOLITION ONLY)	LF	500	$18.00	$9,000.00
A14	REMOVAL, AND DISPOSAL OF EXISTING CONCRETE DRAINAGE PIPE (DEMOLITION ONLY)	LF	500	$22.00	$11,000.00
A15	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRAINAGE STRUCTURE UP TO 48 INCHES ROUND OR SQUARE (DEMOLITION ONLY)	EA	5	$500.00	$2,500.00
A16	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRAINAGE STRUCTURE LARGER THAN 48 INCHES OR SQUARE (DEMOLITION ONLY)	EA	5	$600.00	$3,000.00
A17	REMOVAL AND DISPOSAL OF EXISTING ASBESTOS PIPE UP TO 12 INCHES IN DIAMETER PER MD-DERM AND EPA REQUIREMENTS AND SHALL INCLUDE THE DISPOSAL PERMIT	LF	200	$200.00	$40,000.00
	TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A17 INCLUSIVE:				
	Total				$340,800.00
	Bidder:	Arrow Asphalt & Engineering, INC. Bid 2016-04			

GROUP B					
UTILITY ADJUSTMENTS					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
B1	ADJUSTMENT OF EXISTING VALVE BOX, SET TO FINISH GRADE	EA	20	$380.00	$7,600.00
B2	ADJUSTMENT OF EXISTING CATCH BASIN FRAME AND GRATE, SET TO FINISH GRADE	EA	5	$400.00	$2,000.00
B3	ADJUSTMENT OF EXISTING MANHOLE RING AND COVER, SET TO FINISH GRADE	EA	5	$400.00	$2,000.00
B4	ADJUSTMENT OF EXISTING UTILITY BOX, WITH SIZE UP TO 24 INCHES WIDE X 36 INCHES LONG, SET TO FINISH GRADE	EA	10	$480.00	$4,800.00
B5	ADJUSTMENT OF EXISTING UTILITY BOX, WITH SIZE LARGER THAN 24 INCHES WIDE X 36 INCHES LONG, SET TO FINISH GRADE	EA	6	$550.00	$3,300.00
B6	RELOCATE EXISTING MIAMI-DADE COUNTY TRAFFIC REGULATORY SIGN PER MUTCD AND MDCPW STANDARD SPECIFICATION	EA	5	$450.00	$2,250.00
B7	RELOCATE EXISTING CITY OF NORTH MIAMI BEACH MAINTAINED SIGN PER MDCPW STANDARD SPECIFICATION	EA	5	$450.00	$2,250.00
	TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B7 INCLUSIVE:				
	Total				**$24,200.00**

GROUP B					
UTILITY ADJUSTMENTS					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
	Bidder:	**Arrow Asphalt & Engineering, INC. Bid 2016-04**			

	GROUP C				
	GRADING AND PAVING				
	See Bid Specification Section of this Contract for additional details.				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C1	TYPE S-1 STRUCTURAL COURSE ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED	SY	2,000	$8.00	$16,000.00
C2	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED	SY	2,000	$11.50	$23,000.00
C3	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MANUAL LAYED	SY	1,000	$8.50	$8,500.00
C4	TYPE S-1 STRUCTUAL COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MANUAL LAYED	SY	1,000	$14.00	$14,000.00
C5	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED	SY	4,000	$8.00	$32,000.00
C6	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1.5 INCH THICK) MACHINE LAYED	SY	5,000	$11.50	$57,500.00
C7	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1-INCH THICK) MANUAL LAYED	SY	5,000	$8.50	$42,500.00
C8	TYPE S-3 ASPHALTIC CONCRETE PAVEMENT (1.5 INCH THICK) MANUAL LAYED	SY	5,000	$14.00	$70,000.00

	GROUP C				
	GRADING AND PAVING				
	See Bid Specification Section of this Contract for additional details.				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C9	SUPERPAVE SP-9.5 ASPHALTIC CONCRETE PAVEMENT (1-INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS	SY	5,000	$8.00	$40,000.00
C10	SUPERPAVE SP-9.5 ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACINE LAYED PER FDOT SPECTIFIACTIONS	SY	2,500	$11.50	$28,750.00
C11	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS.	SY	5,000	$8.00	$40,000.00
C12	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT(1.5 INCHES THICK) MACHINE LAYED PER FDOT SPECIFICATIONS	SY	5,000	$11.50	$57,500.00
C13	SUPERPAVE SP-12.5 ASPHALTIC CONCRETE PAVEMENT (1 INCH THICK) MACHINE LAYED PER FDOT SPECIFICATIONS.	SY	5,000	$8.00	$40,000.00
C14	FC-9.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT(1 INCH THICK) MACHINE LAYED PER FDOT STANDARDS	SY	5,000	$9.75	$48,750.00
C15	FC-9.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT(1.5 INCH THICK) MACHINE LAYED PER FDOT STANDARDS	SY	5,000	$11.50	$57,500.00

GROUP C

GRADING AND PAVING

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C16	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED PER FDOT STANDARDS	SY	1,000	$13.50	$13,500.00
C17	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT ADDITIONAL 1 INCH MACHINE LAYED PER FDOT STANDARDS	SY	1,000	$8.00	$8,000.00
C18	FC -12.5 FRICTION COURSE ASPHALTIC CONCRETE PAVEMENT (1.5 INCHES THICK) MACHINE LAYED PER FDOT STANDARDS	SY	1,000	$14.50	$14,500.00
C19	SUBGRADE, GRADING,COMPACTI ON STABLIZATION @ 98% DENSITY (12 INCH THICK @ 2 LIFTS OF 6 INCHES, WITH COMMERCIAL STABLIZING MATERIAL MEETING THE REQUIREMENTS OF MDCPW SPECIFICATION	SY	3,000	$4.00	$12,000.00
C20	SUBGRADE,GRADIN G, COMPACTION STABLIZATION @ 98% DENSITY (12-INCH THICK) @ 2 LIFTS OF 6 INCHES THICK, WITH COMMERICAL STABLIZING MATERIAL MEETING THE REQUIREMENTS OF FDOT SPECIFICATION FOR ROAD BED CONSTRUCTION	SY	3,000	$4.50	$13,500.00

	GROUP C				
	GRADING AND PAVING				
	See Bid Specification Section of this Contract for additional details.				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C21	LIMEROCK BASE, FDOT GROUP 4 (6 INCHES THICK) INCLUDING GRADING AND COMPACTION STABLIZATION @ 98 % DENSITY, TACKED COAT OR PRIMED PER THE REQUIREMENTS OF FDOT SPECIFICATIONS	SY	500	$12.00	$6,000.00
C22	LIMEROCK BASE, FDOT GROUP 6 (8 INCHES THICK) INCLUDING GRADING AND COMPACTION STABLIZATION @ 98 % DENSITY, TACKED COAT OR PRIMED PER THE REQUIREMENTS OF FDOT SPECIFICATIONS	SY	2,000	$12.50	$25,000.00
C23	LIMEROCK BASE (6 INCHES THICK) INCLUDING GRADING AND COMPACTION @ 98 % DENSITY, TACK COAT OR PRIMED PER THE REQUIREMENTS OF MDCPW SPECIFICATIONS	SY	500	$12.00	$6,000.00
C24	LIMEROCK BASE (8 INCHES THICK) INCLUDING GRADING AND COMPACTION @ 98 % DENSITY, TACK COAT OR PRIMED PER THE REQUIREMENTS OF MDCPW SPECIFICATIONS	SY	2,000	$12.50	$25,000.00
C25	EACH ADDITIONAL 2 INCHES OF LIMEROCK BASE MATERIAL UNDER PAVEMENT	SY		$2.00	$0.00

GROUP C

GRADING AND PAVING

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C26	REWORK, SCARIFY, RE-GRADE AND COMPACT FIRST 2 INCHES OF LIMEROCK BASE UNDER PAVEMENT	SY	2,000	$5.00	$10,000.00
C27	CONCRETE SIDEWALK OR SLAB (4 INCHES THICK) PER FDOT CLASS 1 MIX	SY	500	$38.50	$19,250.00
C28	CONCRETE SIDEWALK OR SLAB (6 INCHES THICK) PER FDOT CLASS 1 MIX	SY	500	$47.00	$23,500.00
C29	CONCRETE SIDEWALK OR SLAB (4 INCHES THICK) CLASS 1 CONCRETE PLANT MIX 3,000 PSI IN 28 DAYS PER MDCPW MIX SPECIFICATION	SY	500	$38.50	$19,250.00
C30	CONCRETE SIDEWALK OR SLAB (6 INCHES THICK) CLASS 1 CONCRETE PLANT MIX 3,000 PSI IN 28 DAYS PER MDCPW MIX SPECIFICATION	SY	100	$47.00	$4,700.00
C31	ADDITIONAL COST FOR PLANT MIX COLORED CONCRETE	SY	100	$10.00	$1,000.00
C32	ADDITIONAL COST FOR CONCRETE PATTERN OR STAMPING	SY	100	$25.00	$2,500.00
C33	CONCRETE VALLEY GUTTER PER FDOT / MDCPW SPECIFICATIONS	LF	50	$25.00	$1,250.00
C34	TYPE "D" CONCRETE CURB	LF	1,000	$14.00	$14,000.00
C35	TYPE "F" CONCRETE CURB AND GUTTER PER FDOT / MDCPW SPECIFICATIONS	LF	2,000	$18.00	$36,000.00

GROUP C

GRADING AND PAVING

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C36	ADDITIONAL COST FOR CURB AND GUTTER CONCRETE PLANT MIX COLOR PER SQUARE YARD.	SY	200	$10.00	$2,000.00
C37	24 INCHES X 48 INCHES YELLOW TRUNCATED DOME DETECTABLE WARNING TILE CAST IN CONCRETE RAMP PER ADA STANDARD REQUIREMENTS	EA	30	$250.00	$7,500.00
C38	24 INCHES X 60 INCHES YELLOW TRUNCATED DOME DETECTABLE WARNING TILE CAST IN CONCRETE RAMP PER ADA STANDARD REQUIREMENTS	EA	15	$300.00	$4,500.00
C39	WALKWAY PAVERS INSTALLATION PER ASTM C902, 8,000 PSI WITH 2" LEVELING SAND BED FOR PEDESTRIANS AND LIGHT TRAFFIC APPLICATIONS	SY	200	$35.00	$7,000.00
C40	DRIVEWAY PAVERS INSTALLATION PER ASTM C1272, 8,000 PSI SET ON A CONCRETE OR BITUMINOUS BED (TYPE R) FOR HEAVY VEHICULAR TRAFFIC APPLICATION	SY	100	$50.00	$5,000.00
C41	DRIVEWAY PAVERS INSTALLATION PER ASTM C1272, 10,000 PSI SET ON 2" LEVELING SAND BED FOR HEAVY VEHICULAR TRAFFIC APPLICATION	SY	150	$55.00	$8,250.00

	GROUP C				
	GRADING AND PAVING				
	See Bid Specification Section of this Contract for additional details.				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
C42	REWORK, SCARIFY, RE-GRADE AND COMPACT FIRST 2 INCHES OF LIMEROCK BASE UNDER PAVEMENT	SY	2,000	$5.00	$10,000.00
	TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C42 INCLUSIVE:				
	Total		$875,200.00		
	Bidder:	Arrow Asphalt & Engineering, INC. Bid 2016-04			

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D1	EXFILTRATION TRENCH, 24" HDPE PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	500	$150.00	$75,000.00
D2	EXFILTRATION TRENCH, 24" HDPE PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	$140.00	$14,000.00
D3	EXFILTRATION TRENCH, 15" HDPE PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	100	$145.00	$14,500.00
D4	EXFILTRATION TRENCH, 15" HDPE PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	$135.00	$13,500.00
D5	EXFILTRATION TRENCH, 24" ALUMINUM PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	100	$155.00	$15,500.00
D6	EXFILTRATION TRENCH, 24" ALUMINUM PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	$145.00	$14,500.00
D7	EXFILTRATION TRENCH, 15" ALUMINUM PERFORATED PIPE @ 15 FEET DEEP X 4 FEET WIDE	LF	100	$150.00	$15,000.00
D8	EXFILTRATION TRENCH, 15" ALUMINUM PERFORATED PIPE @ 10 FEET DEEP X 4 FEET WIDE	LF	100	$140.00	$14,000.00
D9	BMP SNOUT BAFFLE 24R FOR 15" PIPE AND ROUND STRUCTURE	EA	4	$380.00	$1,520.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D10	BMP SNOUT BAFFLE 24F FOR 15" PIPE AND SQUARE STRUCTURE	EA	6	$380.00	$2,280.00
D11	BMP SNOUT BAFFLE 30R FOR 24" PIPE AND ROUND STRUCTURE	EA	6	$400.00	$2,400.00
D12	BMP SNOUT BAFFLE 30F FOR 24" PIPE AND SQUARE STRUCTURE	EA	10	$400.00	$4,000.00
D13	BMP SNOUT BAFFLE 54R FOR 36" PIPE AND ROUND STRUCTURE	EA	2	$460.00	$920.00
D14	BMP SNOUT BAFFLE 54F FOR 36" PIPE AND SQUARE STRUCTURE	EA	2	$460.00	$920.00
D15	FRAME AND GRATE USF 5129-6176 FOR CURB INLET OR CNMB APPROVED EQUAL	EA	10	$680.00	$6,800.00
D16	HINGED FRAME AND GRATE USF 4700-6223 FOR PARKING LOT CATCH BASIN INLET OR CNMB APPROVED EQUAL	EA	15	$675.00	$10,125.00
D17	FRAME AND GRATE USF 5112-6143 FOR VALLEY GUTTER INLET OR CNMB APPROVED EQUAL	EA	10	$650.00	$6,500.00
D18	RETICULINE DITCH BOTTOM INLET STEEL GRATE USF 6657 OR CNMB APPROVED EQUAL	EA	5	$650.00	$3,250.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D19	RETICULINE DITCH BOTTOM INLET STEEL GRATE USF 6645 OR CNMB APPROVED EQUAL	EA	5	$675.00	$3,375.00
D20	FRAME AND GRATE USF 6210 OR CNMB APPROVED EQUAL	EA	5	$660.00	$3,300.00
D21	FRAME AND GRATE USF 6212 FOR TYPE C 24" X 37" CB OR CNMB APPROVED EQUAL	EA	5	$675.00	$3,375.00
D22	FRAME AND GRATE USF 6610 OR CNMB APPROVED EQUAL	EA	5	$660.00	$3,300.00
D23	FRAME AND GRATE USF 6611 OR CNMB APPROVED EQUAL	EA	5	$650.00	$3,250.00
D24	USF 420 MANHOLE RING AND EV COVER 20-5/8" OPENING WITH CITY SEAL	EA	5	$700.00	$3,500.00
D25	USF 1120 MANHOLE RING AND T COVER 34-1/4" OPENING WITH CITY SEAL	EA	5	$725.00	$3,625.00
D26	15-INCH DIAMETER SOLID HDPE PIPE	LF	60	$50.00	$3,000.00
D27	18-INCH DIAMETER SOLID HDPE PIPE	LF	40	$55.00	$2,200.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D28	24-INCH DIAMETER SOLID HDPE PIPE	LF	40	$65.00	$2,600.00
D29	30-INCH DIAMETER SOLID HDPE PIPE	LF	40	$70.00	$2,800.00
D30	36-INCH DIAMETER SOLID HDPE PIPE	LF	60	$80.00	$4,800.00
D31	15-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	100	$50.00	$5,000.00
D32	18-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	60	$55.00	$3,300.00
D33	24-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	100	$65.00	$6,500.00
D34	30-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	40	$70.00	$2,800.00
D35	36-INCH DIAMETER SOLID CORRUGATED ALUMINUM PIPE	LF	60	$80.00	$4,800.00
D36	15-INCH DIAMETER SOLID FRCP PIPE	LF	60	$70.00	$4,200.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D37	18-INCH DIAMETER SOLID FRCP PIPE	LF	40	$75.00	$3,000.00
D38	24-INCH DIAMETER SOLID FRCP PIPE	LF	60	$80.00	$4,800.00
D39	30-INCH DIAMETER SOLID FRCP PIPE	LF	40	$84.00	$3,360.00
D40	36-INCH DIAMETER SOLID FRCP PIPE	LF	60	$90.00	$5,400.00
D41	FDOT TYPE-C CATCH BASIN 24" X 37" WITH 2-FOOT SUMP CONCRETE DRAINAGE STRUCTURE UP TO 60" DEEP	EA	15	$3,000.00	$45,000.00
D42	ADDITIONAL COST PER FOOT OF DEPTH FOR FDOT TYPE-C CATCH BASIN 24" X 37" WITH 2-FOOT SUMP CONCRETE DRAINAGE STRUCTURE	EA	5	$300.00	$1,500.00
D43	36" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	6	$3,600.00	$21,600.00
D44	ADDITIONAL COST PER FOOT OF DEPTH FOR 36" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB	EA	2	$350.00	$700.00
D45	42" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	4	$3,900.00	$15,600.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D46	ADDITIONAL COST PER FOOT OF DEPTH FOR 42" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB	EA	2	$400.00	$800.00
D47	48" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	4	$4,400.00	$17,600.00
D48	ADDITIONAL COST PER FOOT OF DEPTH FOR 48" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB	EA	2	$450.00	$900.00
D49	60" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB UP TO 60" DEEP FOR CB OR MH	EA	5	$4,800.00	$24,000.00
D50	ADDITIONAL COST PER FOOT OF DEPTH FOR 60" SQUARE OR ROUND TYPE-C OR D WITH 2-FOOT SUMP & TOP SLAB OVER 60" DEEP FOR CB	EA	2	$470.00	$940.00
D51	48" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	4	$4,850.00	$19,400.00
D52	ADDITIONAL COST PER FOOT OF DEPTH FOR 48" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR	EA	2	$450.00	$900.00
D53	60" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	5	$5,270.00	$26,350.00
D54	ADDITIONAL COST PER FOOT OF DEPTH FOR 60" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR	EA	2	$470.00	$940.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D55	72" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB UP TO 72" DEEP FOR FRENCH DRAIN	EA	1	$5,276.00	$5,276.00
D56	ADDITIONAL COST PER FOOT OF DEPTH FOR 72" SQUARE OR ROUND TYPE-P OR J, 3.5-FOOT SUMP WITH TOP SLAB OVER 72" DEEP FOR	EA	1	$470.00	$470.00
D57	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 6-INCH OR LESS DIAMETER PIPE	EA	1	$550.00	$550.00
D58	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 8-INCH DIAMETER PIPE	EA	1	$550.00	$550.00
D59	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 10-INCH DIAMETER PIPE	EA	1	$570.00	$570.00
D60	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 12-INCH DIAMETER PIPE	EA	1	$600.00	$600.00
D61	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 15-INCH DIAMETER PIPE	EA	5	$675.00	$3,375.00
D62	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 18-INCH DIAMETER PIPE	EA	2	$720.00	$1,440.00
D63	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 24-INCH DIAMETER PIPE	EA	2	$800.00	$1,600.00

GROUP D					
STORMWATER DRAINAGE					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE BID	EXTENDED AMOUNT
D64	CONNECTION TO EXISTING STRUCTURE INCLUDING CORE DRILLING OF STRUCTURE 36-INCH DIAMETER PIPE	EA	5	$1,000.00	$5,000.00
D65	VACUUM TRUCK CLEANING OF EXISTING DRAINAGE STRUCTURES	PER HR	1	$175.00	$175.00
D66	VACUUM TRUCK CLEANING OF EXISTING DRAINAGE PIPES	PER HR	1	$175.00	$175.00
D67	COMPRESSED AIR LIFT CLEAN, REMOVE AND DISPOSE SEDIMENTS OR SLUDGE AND REHABILITATE EXISTING DRAINAGE WELL (24" TO	PER HR	1	$300.00	$300.00
	TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D67 INCLUSIVE:				
	Total				$493,311.00
	Bidder:	Arrow Asphalt & Engineering, INC. Bid 2016-04			

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
E1	4-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	2,000	$0.65	$1,300.00
E2	6-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	1,000	$0.74	$740.00
E3	8-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250	$1.10	$275.00
E4	10-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250	$2.00	$500.00
E5	12-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	500	$2.30	$1,150.00
E6	18-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	250	$3.60	$900.00
E7	24-INCH WIDE WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	LF	500	$5.00	$2,500.00
E8	12-INCH WIDE ARROW, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	20	$85.00	$1,700.00
E9	LETTERING PER LETTER, LESS THAN 12" HIGH, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	25	$14.00	$350.00
E10	LETTERING PER LETTER, BETWEEN 12" - 24" HIGH, WHITE, YELLOW, GREEN OR BLUE THERMOPLASTIC	EA	30	$28.00	$840.00
E11	HANDICAP 5' WIDE AND 16'-18' LONG ACCESS AISLE PAVEMENT MARKING THERMOPLASTIC	EA	20	$75.00	$1,500.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
E12	HANDICAP SYMBOL PAVEMENT MARKING THERMOPLASTIC	EA	20	$60.00	$1,200.00
E13	HANDICAP SYMBOL IN BLUE 4' X 4' BACKGROUND PAVEMENT MARKING THERMOPLASTIC	EA	20	$90.00	$1,800.00
E14	4-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	2,000	$0.40	$800.00
E15	6-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	2,000	$0.45	$900.00
E16	8-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250	$0.55	$137.50
E17	10-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250	$0.70	$175.00
E18	12-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	500	$0.78	$390.00
E19	18-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	250	$0.90	$225.00
E20	24-INCH WIDE WHITE, YELLOW, GREEN OR BLUE LATEX	LF	500	$1.00	$500.00
E21	12-INCH WIDE ARROW, WHITE, YELLOW, GREEN OR BLUE LATEX	LF	20	$25.00	$500.00
E22	LETTERING PER LETTER, LESS THAN 12" HIGH, WHITE, YELLOW, GREEN OR BLUE LATEX	EA	20	$5.00	$100.00

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
E23	LETTERING PER LETTER, BETWEEN 12" - 24" HIGH, WHITE, YELLOW, GREEN OR BLUE LATEX	EA	30	$6.00	$180.00
E24	HANDICAP 5' WIDE AND 16'-18' LONG ACCESS AISLE PAVEMENT MARKING LATEX	EA	20	$40.00	$800.00
E25	HANDICAP SYMBOL PAVEMENT MARKING LATEX	EA	20	$25.00	$500.00
E26	HANDICAP SYMBOL IN BLUE 4' X 4' BACKGROUND PAVEMENT MARKING LATEX	EA	20	$40.00	$800.00
E27	REFLECTIVE PAVEMENT MARKERS (RPM)	EA	100	$10.00	$1,000.00
E28	REFLECTIVE DELINEATOR MARKERS (TUBE OR PANEL)	EA	50	$95.00	$4,750.00
E29	BABY CARRIAGE SIGN & POST IN CONCRETE	EA	5	$175.00	$875.00
E30	BABY CARRIAGE SIGN & POST IN ASPHALT/GROUND	EA	2	$165.00	$330.00
E31	BABY CARRIAGE SIGN & POST WALL MOUNTED	EA	5	$100.00	$500.00
E32	CONCRETE WHEELSTOP	EA	50	$34.00	$1,700.00
E33	CONCRETE WHEELSTOP (PAINTED)	EA	50	$4.50	$225.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
E34	HANDICAP SIGN - POST IN CONCRETE	EA	20	$175.00	$3,500.00
E35	HANDICAP SIGN - POST IN ASPHALT/GROUND	EA	20	$165.00	$3,300.00
E36	HANDICAP SIGN - WALL MOUNTED	EA	5	$100.00	$500.00
E37	4' HIGH X 4" DIAMETER CONCRETE FILLED DUCTILE PIPE PAINTED BOLLARD @ 2' DEEP 8" DIA CONCRETE FOUNDATION	EA	20	$325.00	$6,500.00
E38	SEALCOATING INCLUDING SWEEPING AND DEGREASING UP TO 3000 SF PER JOB	SY	1,000	$2.00	$2,000.00
E39	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 3000 - 10,000 SF PER JOB	SY	2,000	$1.20	$2,400.00
E40	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 10,000 - 20,000 SF PER JOB	SY	4,000	$1.10	$4,400.00
E41	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 20,000 - 50,000 SF PER JOB UP	SY	6,000	$1.05	$6,300.00
E42	SEALCOATING INCLUDING SWEEPING AND DEGREASING FROM 50,000 SF PER JOB	SY	8,000	$1.00	$8,000.00
	TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E42 INCLUSIVE:				
	Total				$67,042.50
	Bidder:	Arrow Asphalt & Engineering, INC. Bid 2016-04			

GROUP F					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
F1	BARRICADES TYPE I & II AND SIGNS MORE THAN 5 UNITS PER DAY	EA	150	$30.00	$4,500.00
F2	BARRICADE TYPE III (8-FOOT LONG) PER DAY	EA	20	$20.00	$400.00
F3	PLASTIC DRUMS PER DAY	EA	20	$8.50	$170.00
F4	JERSEY WALL CONCRETE OR WATER FILLED PER DAY	EA	10	$25.00	$250.00
F5	TRAILER MOUNTED ELECTRONIC ARROW BOARD PER DAY	EA	10	$40.00	$400.00
F6	TRAILER MOUNTED ELECTRONIC READER BOARD PER DAY	EA	10	$60.00	$600.00
F7	FLAGMAN PER HOUR	EA	10	$45.00	$450.00
F8	PLASTIC ORANGE SAFETY FENCING WITH 3/4" SUPPORT REBARS AND PLASTIC SAFETY CAP @ MAXIMUM 10' O.C. (WHERE APPLICABLE)	LF	500	$4.25	$2,125.00
F9	PLASTIC ORANGE SAFETY CONES PER DAY	EA	500	$2.60	$1,300.00
F10	TRAFFIC STEEL PLATE	EA	10	$45.00	$450.00
	TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F10 INCLUSIVE:				
	Total				$10,645.00
	Bidder:	**Arrow Asphalt & Engineering, INC. Bid 2016-04**			

GROUP G

WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G1	4 FEET DEEP PRECAST MANHOLE FOR BUTTERFLY VALVE 30 INCHES IN DIAMETER OR LARGER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. WS 3.14. WITH FRAME AND COVER	EA	4	4500.00	18000.00
G2	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST MANHOLE FOR BUTTERFLY VALVE 30 INCHES IN DIAMETER OR LARGER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. WS 3.14. WITH FRAME AND COVER GREATER THAN 4 FEET DEEP	EA	2	$400.00	$800.00
G3	TYPE "A" MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 4.0.	EA	12	$650.00	$7,800.00
G4	CONCRETE PRECAST STANDARD SEWER MANHOLE 5 FEET DEEP WITH FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 6.0 -		3	$4,500.00	$13,500.00

GROUP G					
WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
[illegible]	6.2.	EA	[illegible]	[illegible]	[illegible]
G5	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST STANDARD SEWER MANHOLE WITH FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 6.0 - 6.2. GREATER THAN 5 FEET DEEP	EA	2	400	$800.00
G6	4 FEET DEEP OR LESS CONCRETE PRECAST SHALLOW MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 7.0.	EA	3	4000	$12,000.00
G7	4 FEET DEEP OR LESS CONCRETE PRECAST DROP CONNECTION MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 9.0.	EA	2	4500	$9,000.00

GROUP G

WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G8	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST DROP CONNECTION MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 9.0. GREATER THAN 4 FEET DEEP	EA	2	400	$800.00
G9	4 FEET DEEP OR LESS CONCRETE PRECAST CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 15.0.	EA	3	4500	$13,500.00
G10	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 15.0. GREATER THAN 4 FEET DEEP	EA	2	400	$800.00

GROUP G

WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES

See Bid Specification Section of this Contract for additional details.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G11	4 FEET DEEP OR LESS CONCRETE PRECAST PLUG VALVE AND CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 16.0.	EA	2	4500	$9,000.00
G12	ADDITIONAL COST PER FOOT OF DEPTH FOR CONCRETE PRECAST PLUG VALVE AND CHECK VALVE MANHOLE FRAME AND COVER PER MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, PART III, DETAIL NO. SS 16.0. GREATER THAN 4 FEET DEEP	EA	2	400	$800.00
G13	4 FEET DEEP OR LESS, 5 FEET WIDE X 5 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	4200	$8,400.00
G14	ADDITIONAL COST PER FOOT OF DEPTH FOR A 5 FEET WIDE X 5 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	4600	$9,200.00

GROUP G					
WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G15	4 FEET DEEP OR LESS, 5 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	4600	$9,200.00
G16	ADDITIONAL COST PER FOOT OF DEPTH FOR A 5 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	600	$1,200.00
G17	4 FEET DEEP OR LESS, 6 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	4600	$9,200.00
G18	ADDITIONAL COST PER FOOT OF DEPTH FOR A 6 FEET WIDE X 6 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	600	$1,200.00
G19	4 FEET DEEP OR LESS, 6 FEET WIDE X 8 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH)	EA	2	5000	$10,000.00

GROUP G					
WATER DISTRIBUTION, WASTEWATER COLLECTION STRUCTURES & APPURTENANCES					
See Bid Specification Section of this Contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
G20	ADDITIONAL COST PER FOOT OF DEPTH FOR A 6 FEET WIDE X 8 FEET LONG WITH 8 INCH THICK REINFORCED WALL, CONCRETE PRECAST STRUCTURE AND NON-TRAFFIC GALVANIZED CHECKERED STEEL COVER WITH 4 FEET X 4 FEET HINGED DOUBLE ACCESS HATCH AND LOCK (FLUSH) GREATER THAN 4 FEET DEEP	EA	2	700	$1,400.00
	TOTAL BID FOR GROUP "G" - ITEMS G1 THROUGH G20				
	Total				$136,600.00
	Bidder:	**Arrow Asphalt & Engineering, INC. Bid 2016-04**			

GROUP H					
CONCRETE SIDEWALK GRINDING					
See Bid Specification Section of this contract for additional details.					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE BID	EXTENDED AMOUNT
H1	CONCRETE SIDEWALK GRINDING TO MEET ADA REQUIREMENTS. CALCULATED AT AVERAGE HALF (1/2) INCH THICK INCREMENT FOR 4 FEET WIDE SIDEWALK	EA	500	$50.00	$25,000.00
H2	CONCRETE SIDEWALK GRINDING TO MEET ADA REQUIREMENTS. CALCULATED AT AVERAGE HALF (1/2) INCH THICK INCREMENT FOR 5 FEET WIDE SIDEWALK	EA	1,000	$60.00	$60,000.00
	TOTAL BID FOR GROUP "I" - ITEMS H1 THROUGH H2				
	Total	$		-	$85,000.00
	Bidder:	**Arrow Asphalt & Engineering, INC. Bid 2016-04**			

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE IMMEDIATE ACTION AND ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC., TO REPAIR THE ROOF AND EXTERMINATE FOR TERMITES AT HISTORIC CITY HALL, IN AN AMOUNT NOT TO EXCEED $32,000.00; IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The historic City Hall is in need of immediate roof repair and extermination for termites; and

WHEREAS, The City Commission believes that it is in the City's best interest to authorize the City Manager to take immediate action to repair the roof and exterminate for termites at historic City Hall.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference;

Section 2. The City Manager is hereby authorized to take immediate action to repair the roof and exterminate for termites at historic City Hall, by entering into an agreement with Diamanti Construction and Development, Inc., for said services, in an amount not to exceed $32,000.00, and in a form that is acceptable to the City Attorney.

Section 3.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____ day of _____, 2019.

Matthew Pigatt
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelly:
Commissioner Bass:
Commissioner Burke:
Vice Mayor Davis:
Mayor Pigatt:

City of Opa-Locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
Finance Director:				**FD Signature: Department**			
Acting City Manager:	Newall Daughtrey			**CM Signature:**			
Commission Meeting Date:	*04/10/2019*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* *44-541823*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*RFP #* *Waive of BID*		
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Temporary Roof Leak Repair and Termite Treatment Proposal for Historic City Hall.

Staff Summary:

The purpose of this request is to take immediate action to perform temporary roof leak repairs and termite treatment to the Historic city Hall facility to keep the building safe until additional funds are available to continue with the Rehab-construction work. This project will have a fiscal impact of $31,405.00; however, it will prevent termites and more water damages to the building.

Proposed Action:

Staff recommends approval of this proposal.

Attachment:

1. Agenda
2. Diamanti Construction & Development Inc Proposal for the Roof Leak Repair and Termite Treatment

" THE GREAT CITY "

City of OPA-LOCKA Florida

MEMORANDUM

TO: Newall J. Daughtrey, Acting City Manager

FROM: Airia Austin, Public Works Director

DATE: April 3, 2019

RE: **Historic City Hall Building Preservation**

The intent of this resolution is for a waiver of bid, to have Diamanti Construction & Development, Inc. perform termite treatment, and seal the building envelope.

Upon recent inspection of the facility interior it was discovered to have active termites in multiple locations. In an effort to preserve historical aspects as well as newly constructed work, immediate action is required.
First steps will require repair of the leaky roof and the sealing of the open tower. After which the facility will be tented to allow for the proper fumigation of the termite infestation.

Diamanti Construction was chosen for their work knowledge on historical facilities, and the thoroughness of their work product.

DIAMANTI CONSTRUCTION & DEVELOPMENT, INC
STATE LICENSE# CGC 1524241

February 20, 2019

Carlos Gonzalez,
CIP-Project Manager
City of Opa-Locka

Subject: Temporary Roof Leak Repair & Termite Treatment Proposal for Historic City Hall

Dear Mr. Gonzalez,

Diamanti Construction & Development, Inc pleased to submit the following proposal for temporary roof leak repair and termite treatment for the historic city hall (main building including front two towers).

ROOF LEAK REPAIR:

Scope of work on different parts of entire flat roof of the main building & two front towers:

1. Clean flat roof on the leak areas to prepare for the repairs
2. Remove damaged roofing material on the areas of the repairs, if needed
3. Install new modified torch down roofing material, as needed
4. Install roofing cement in all required areas, as needed
5. Install roofing membrane for reinforcement of the seams, as needed
6. Install granules of the fresh roofing cement to add strength to the roof repair, as needed
7. Water proof the repaired areas
8. Cover observatory tower to prevent water intrusion
9. Dispose appropriately of all roofing debris

Note: This proposal is for water leak roof repairs on the flat roof only, does not include removal of the existing damaged wood decking. The removal and replacement of damaged wood decking will be done at the time of the replacement and installation of a new flat roof installation on the building, under a separate contract.

Further, this proposal is presented for the repairs of all of the flat roof areas that has existing water leaks only, and our work consist on stopping the intrusion of all rain water into the building from the roof, to prevent further damages to the roof decking and the structure and interior of the building as well.

In Addition, the Contractor will furnish all material, labor, equipment, tools, transportation and services necessary for the proper completion of the Roof repair, and remove the surplus materials, tools, and equipment as soon as possible out of the property.

EMAIL: DIAMANTICONSTRUCTIONFL@GMAIL.COM; CELL:561-301-7191

HIDDEN SITE CONDITIONS: The Contractor is NOT RESPONSIBLE for preexisting conditions.
We hereby propose to furnish labors and materials to complete in accordance with the above specifications for the sum of $12,500.00(twelve thousand five hundred dollars)

DRY WOOD TERMITE FUMIGATION TREATMENT:

A licensed Pest Control Company will Tent the main building and two front towers to fumigate for dry wood termite treatment (treatment does not cover subterranean or Formosan termites).

Proposed cost for the termite treatment is estimated: $18,905(eighteen thousand nine hundred five dollars).

Cost for Temporary Roof Leak Repair & Termite Treatment:

1. Roof Leak Repair	$12,500.00
2. Dry Wood Termite Treatment	$18,905.00
Total	**$31,405.00(Thirty-One Thousand Four Hundred Five Dollars and 00 Cents)**

Respectfully,

Mohammed S Islam
Diamanti Construction & Development, Inc
President

EMAIL: DIAMANTICONSTRUCTIONFL@GMAIL.COM; CELL:561-301-7191

Sponsored by: City Commission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTNG THE CITY MANAGER TO PROVIDE MONTHLY UPDATES ALONG WITH THE WATER BILLS ON HOW THE CITY IS ADDRESSING CONCERNS RAISED REGARDING WATER UTILITY BILLING ISSUES AND THE TRANSITION OF THE BILLING SYSTEM TO MIAM-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Opa-locka, Florida, water utility customers have raised concerns regarding the accuracy of their water utility bills; and

WHEREAS, The City Commission believes that it is in the City's best interest to direct the City Manager to provide monthly updates along with the water bills on how the City is addressing concerns raised regarding water utility billing issues and the transition of the billing system to Miami-Dade County.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference;

Section 2. Beginning _____, the City Manager hereby direct to provide monthly updates along with the water bills on how the City is addressing concerns raised regarding water utility billing issues and the transition of the billing system to Miami-Dade County.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____ day of _____, 2019.

Mathew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelly:
Commissioner Bass:
Commissioner Burke:
Vice Mayor Davis:
Mayor Pigatt:

Office of the City Manager

Newall J. Daughtrey
Acting City Manager

Telephone: (305) 953-2821
Email: njdaughtrey@opalockafl.gov

April 1, 2019

Dear Customer:

As the current City Manager of the City of Opa-locka I would like to thank you for your patience with us as we have been experiencing problems with our Utility Billing system. It is my hope to have the past due billing up to date by June 30, 2019. Many of our customers have received several bills within a month and that is due to the City not mailing utility bills on a monthly basis. The City Commission approved an agreement with Miami-Dade County Water & Sewer to perform all meter reads, utility billing, and collection services on behalf of the City of Opa-locka. Once Miami Dade Water & Sewer Department begin reading the meters and billing the City's residential and commercial customers it is strongly suggested that you pay those bills within 20 days to avoid any service interruption with Miami-Dade County.

Whatever bills you receive from the City of Opa-locka we are requesting that you continue to pay at least the amount you historically paid. Because the City have been billing based on estimates, it is my belief that we should be able to do a comparison of usage after three (3) months of consecutive billing by Miami-Dade County. If it is determined that you were over billed then the City will issue you a credit accordingly. If you were under billed you will be issued an adjustment and be allowed reasonable time to make payments on the outstanding bills. It is our goal to be understanding and fair to each customer, therefore we are willing to schedule payment arrangements with you to resolve your past due Utility Bills.

Again, I would to thank each of you for your patience with the City of Opa-locka during this difficult process.

Sincerely,

Newall J. Daughtrey
Acting City Manager

Newall J. Daughtrey

Subject:	UB Weekly Briefing & Review
Location:	Finance Conference Room
Start:	Wed 3/27/2019 11:00 AM
End:	Wed 3/27/2019 12:00 PM
Show Time As:	Tentative
Recurrence:	Weekly
Recurrence Pattern:	every Wednesday from 10:00 AM to 11:00 AM
Meeting Status:	Not yet responded
Organizer:	Andrea Braynon
Required Attendees:	Airia Austin; Chief Vladimir Murad (Vladimir.Murad@miamidade.gov); Nelson Rodriguez; Gerri Lazarre

Agenda March 27, 2019 NEW TIME 11:00am
Briefing Items:

1) Utility Billing Status Update – A. Braynon / Vlad Murad
    - Cycle 3 Residential (March estimate) actuals tb loaded afterwards) – 3/29/19
    - Cycle 1 Residential (March estimate) actuals by WASD tb loaded afterwards – 4/2/2019
    - Cycle 2 Residential (December) need update?
    - Cycle 2 Residential (January and February) (Ann Barnett) wk of 4/5/19
        i. Statement of Account by 4/29/19

BILLING STATUS

Wednesday, March 27, 2019

Cycle - Res/Com	Active Status Count	BILLING STATUS				WASD Transition
1 - Residential	1509	December 2018 (Est) mailed 3/8/19	January 2019 (Est) mailed 3/13/19 include note to customer	CombinedStatement mailed from the City February 2019 (Est) mailed to City 3/19/19	March 2019 (WASD actuals) to be mailed to City (3/29/19)	Apr-19
2 - Residential	1288	October 2018 (Est) Mailed 2/28/29	November 2019 (Est) mailed 3/15/19	December 2019 projected _____	Combined Statement mailed from the City Jan/Feb/March/ April (actuals) by 4/29/19	May-19
3 - Residential	1208	CombinedStatement mailed from the City mailed 3/25/19 December/ January ready for mailing	February 2019 to be mailed to City 3/20/19	March 2019 (Estimates / actual to be input afterwards) tb complete by 3/29	Billing Monthly	Summer 2019
1 - Commercial WASD	105	February 2019	mailed 3/6/2019		Billing Monthly	Current
2 - Commercial - in City system	872	January 2019 mailed 3/6/19	February 2019 mailed 3/15/19	March 2019 mailed by 3/25/19		Apr-19
3 - Commercial WASD	295	February 2019	mailed 3/5/2019		Billing Monthly	Current
	5277					

1) Manual Read Update – All Cycles – A. Austin
   - Cycle 3
   - Cycle 1
   - Cycle 2

2) Cycle 3 Do Not Migrate List – to be provided Vlad

3) Cycle 2 – Cairo Lane – December 2019

4) 716 WASD list - Active Meters not in Account Active Status
   - No activity

154 NO BILL
- **81 - Delayed Billing (2018)**
- **20 - Occupant Accounts**

26 CLOSED ACCOUNTS
487 FINAL ACCOUNTS
48 INACTIVE ACCOUNTS
1 COLLECTIONS STATUS

- 80 No Bills have been updated to Active Accounts

5) Status of meter replacement Vlad / WASD
    - 5,300 active accounts (as of April 2018)
    - 4,900 were identified as needing replacement
    - 4,100 meters replaced, leaving 800 meters to change as of 3/8/2019

Status of the City of Opa-locka billing project as of March 21, 2019:
By WASD Chief Vladmir Murad

Meter Replacement:

- Approximately 800 meters remains to be changed (as of March 8, 2019).

Billing City of Opa-locka accounts:

- **Cycle 1 – Residential:**

The City is performing a catch-up billing for the months of Feb. – March 2019, individually; WASD is assisting as well as preparing the collective statements.

- **Cycle 1 – Commercial:**

Commercial accounts are being billed through County's billing system – approximately 100 accounts.

- **Cycle 2 – Residential:**

City is billing Dec. 2018. After completing this billing, we recommend that the City perform a catch-up billing for Jan. 2019 through April 2019 collectively via statements.

- **Cycle 2 – Commercial:**

Billing March 2019 (approximately 880 Acc.) through Superion. Migration is anticipated for April 2019.

- **Cycle 3 – Residential:**

City billed Feb. 2019 (on March 20). The City is performing a catch-up billing for Dec. 2018 through Feb. 2019 collectively via statements; WASD is assisting as well as preparing the collective statements.

- **Cycle 3 – Commercial:**

Commercial accounts are being billed through County's billing system – approximately 250 accounts.

Going forward:

- County has completed loading the City's water and sewer accounts in County's system. Scrubbing of the accounts are ongoing.
- WASD completed field reads on 3/14 to migrate the remaining 1,100 residential accounts for Cycle 1.
- Followed by migration of Cycle 2's commercials by the end of April 2019.
- Followed by migration of Cycle 2's residentials to County's system for billing (May 2019).
- Lastly, bring Cycle 3 residentials over (expected summer 2019).

Accounts not being migrated to WASD:

- Cycle 1 – TBP.
- Cycle 2 – accounts within Cairo Lane that will not be migrated until the City addresses the field conditions (heavy industrial area, street is in constant predicament, must address restore/renovate/rebuild the street infrastructure, identify all accounts receiving service, and repositioning of meters).
- Cycle 3 – identified approximately 16 commercial accounts that will not be migrated to the County, of which 9 are assigned to the City to address the field conditions noted (buried, can't locate/find, under water, area needs clearing, etc.). Last billed Dec. 2018. With the City to take appropriate action.

City of OPA-LOCKA Florida

Matthew A. Pigatt
Mayor

Chris Davis
Vice Mayor

Sherelean Bass
Commissioner

Alvin Burke
Commissioner

Joseph L. Kelley
Commissioner

Newall J. Daughtrey
City Manager

Joanna Flores
City Clerk

Vincent Brown, Esq.
City Attorney

Date: **March 26, 2019**

To: **Newall J. Daughtrey, City Manager**
Darvin Williams, Assistant City Manager

From: Andrea Braynon, UB Manager

Re: Utility Billing Department – Status of Billing and Transition to Dade County

This memo serves as a synopsis of the status of utility billing and the transition of this function to Miami Dade County Water and Sewer Department (WASD).

The transition of all accounts must be transitioned to Miami Dade County by **June 30, 2019**. We are working as a team to ensure that this important deadline is met.

To accomplish this transition, the City must become current in the billing process and bill the customer expeditiously in order to meet the June 30, 2019 date. Due to delayed billing in 2017 and 2018 and the City not billing customers monthly, the City has had to generate more than one bill each month. Recognizing the impact to the customer, utility billing staff is prepared to discuss the multiple billing process with the customer and individually review customer accounts to determine the correctness of the bills received. Per your request, a member of the Utility Billing staff will be available during all City Commission meetings and workshops to answer individual questions. Below are the responses to our customers' major concerns.

MAJOR CUSTOMER CONCERNS	
(1)	Customers are receiving multiple utility bills in one month. **Standard Response:** The City did not send bills to customers on a monthly basis in 2017 and 2018. Missing months of bills delays the month the City bills the customer for water consumption. Due to the delay in billing water usage, the City has had to generate more than one bill each month to succeed in billing the preceding month.
(2)	Customers are receiving estimated bills. **Standard Response:** In an effort for the City to meet the time frame for the transition of water billing services to Miami-Dade WASD, the City made the business

	decision to estimate the utility bills. Estimating utility bills is a common practice in the industry. Estimates are based on previous billing periods of customer water actual usage.
(3)	Customers are concerned that the utility bills are not correct and are high. **Standard Response:** The Utility Billing staff is meeting daily with customers to review the accounts individually. Additional staffing resources are being pursued to ensure that as many customer concerns are addressed as soon as possible. Meter information via the handheld electronic system and manual reviews by meter readers are formulated and calculated to determine the reasonableness of the customer's bill. If it is determined that the billing is incorrect, billing adjustments will be generated to correct the difference. Appointments with Utility Billing staff can be made at (305) 953-2868 extension 1308. Once the transition to Miami-Dade WASD has been completed, all City utility bills will be reviewed using WASD water consumption data within 120 days after the transition.
(4)	Customer bills are not reflective of current payments. **Standard Response:** All payments received by The City are posted the next business day. If bills are generated one day and a payment is posted the same or next day, the generated bill may not be reflective of the payment due to the timing. If there are questions about payment please call (305) 953-2868 extension 1308.

We are also taking the necessary action to address improvements in customer service, the processing of adjustments and to work on Collections on a consistent basis. We will add additional resources to ensure that these tasks are adequately addressed.

As of March 26, 2019, the status of the billing by Cycle is as follows:

Cycle 1 (Residential, 1,509 accounts):

- December 2018 bills were mailed on 3/8/19 (Estimates)
- January 2019 bills were mailed on 3/13/19 (Estimates)
- February 2019 bills mailed on 3/19/19 (Estimates)
- March 2019 bills to be mailed on 3/29/19 (WASD actual reads)

Cycle 1 (Commercial 105 accounts): Transition Complete

- February 2019 bills were mailed on 3/6/19

Cycle 2 (Residential, 1,288 accounts): Anticipated Transition Date – May 2019

- October 2018 bills were mailed on 2/28/19 (Estimates)

- November 2018 bills were mailed on 3/15/19 (Estimates)
- December 2018 bills were mailed on 3/21/19 (Estimates)
- Combined statement for January 2019 through April 2019 to be mailed by 4/29/19

Cycle 2 (Commercial, 872 accounts): Anticipated Transition Date – April 2019

- January 2019 bills were mailed on 3/6/19.
- February 2019 bills were mailed on 3/15/19
- March 2019 bills to be mailed on 4/2/19

Cycle 3 (Residential, 1,208 accounts): Anticipated Transition Date – June 2019

- Combined Statements for December 2018 through February 2019 was mailed 3/25/2019
- March 2019 bills to be mailed on 4/2/19 (WASD actual reads)
- April 2019 bills – will be a regular (up to date) monthly bill

Cycle 3 (Commercial, 295 accounts): Transition Complete

- February 2019 bills were mailed on 3/5/19

We will also be including the following message to the customer when sending combined statements in order to keep the City's customers engaged and informed:

"To improve utility billing services in our Community, the City of Opa-locka has contracted with Miami-Dade Water and Sewer Department (WASD) to perform our necessary utility billing services. To assist in the transition to WASD and to become current in the billing process, attached please find 3 invoices (related to the months that the meter is read) being combined in one statement. This billing statement is being sent from the City of Opa-locka.

The City of Opa-locka patience during the transition of the utility billing process to Miami Dade (WASD). The transition is projected to be completed by June 30, 2019. Thank you."

The transition of all accounts must be transitioned to Miami Dade County by **June 30, 2019**.

We thank you and please let us know if you have any questions or concerns.

Sponsored by: City Commission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTNG THE CITY MANAGER TO CONDUCT MONTHLY WORKSHOPS WITH WATER UTILITY CUSTOMERS TO ADDERESS CONCERNS WITH THEIR WATER BILLS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Opa-locka, Florida, water utility customers have raised concerns regarding the accuracy of their water utility bills; and

WHEREAS, The City is undergoing a transfer of its water utility billing system Miami-Dade County, FL; and

WHEREAS, The City Commission believes that it is in the City's best interest to direct the City Manager to conduct monthly workshops with its water utility customers to address concerns they may have with their bills.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference;

Section 2. Beginning _____, the City Manager hereby direct to hold monthly workshops with the City's water utility customers to address concerns that they may have with their bills.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____ day of _____, 2019.

Mathew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelly:
Commissioner Bass:
Commissioner Burke:
Vice Mayor Davis:
Mayor Pigatt:

Matthew A. Pigatt
Mayor

Chris Davis
Vice Mayor

Sherelean Bass
Commissioner

Alvin Burke
Commissioner

Joseph L. Kelley
Commissioner

Newall J. Daughtrey
Acting City Manager

Vincent T. Brown
City Attorney

Joanna Flores
City Clerk

"The Great"

CITY OF OPA-LOCKA

ENCOURAGES ALL RESIDENTS AND BUSINESS OWNERS OF THE COMMUNITY TO JOIN US FOR

"CITY WATER BILL REVIEW SESSION"

Every 2nd and 4th Wednesday at 7:00 p.m.
Every 3rd Saturday from 10:00 a.m. – 12:00 noon

Date	Time	Location
April 10, 2019	7:00 p.m.	Sherbondy Village 215 Perviz Avenue, Opa-locka, FL
April 20, 2019	10:00 a.m. – 12:00 noon	Helen Miller Center 2331NW 143rd St, Opa-locka, FL
April 24, 2019	7:00 p.m.	Sherbondy Village 215 Perviz Avenue, Opa-locka, FL
May 8, 2019	7:00 p.m.	Sherbondy Village 215 Perviz Avenue, Opa-locka, FL
May 18, 2019	10:00 a.m. – 12:00 noon	Helen Miller Center 2331NW 143rd St, Opa-locka, FL
May 22, 2019	7:00 p.m.	Sherbondy Village 215 Perviz Avenue, Opa-locka, FL
June 12, 2019	7:00 p.m.	Sherbondy Village 215 Perviz Avenue, Opa-locka, FL
June 15, 2019	10:00 a.m. – 12:00 noon	Helen Miller Center 2331NW 143rd St, Opa-locka, FL
June 26, 2019	7:00 p.m.	Sherbondy Village 215 Perviz Avenue, Opa-locka, FL

Take a moment to review your account individually with City staff

We hope to see you!

Sponsored by: Commissioner Burke

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING THE INTERIM CITY MANAGER, NEWALL J. DAUGHTREY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission believes that it is in the best interest of the City to terminate the Interim City Manager, Newall J. Daughtrey.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference;

Section 2. The Interim City Manager, Newall J. Daughtrey is hereby terminated.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2019.

_____
Matthew Pigatt
Mayor

Attest to:

_____
Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

_____
Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Bass:
Commissioner Burke:
Vice Mayor Davis:
Mayor Pigatt:

Sponsored by: Commissioner Burke

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING DARVIN WILLIAMS AS INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka is in need of an Interim City Manager due to the termination of Newall J. Daughtrey as City Manager; and

WHEREAS, the City is in need of an Interim City Manager until such time as the City Commission has selected a permanent City Manager.

NOW THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, that:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. Darvin Williams is hereby appointed as Interim City Manager, effective immediately, until the appointment of a permanent City Manager by the City Commission is made.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____day of _____, 2019.

_____
Matthew Pigatt
MAYOR

ATTEST TO:

Approved as to form and legal sufficiency:

Joanna Flores
CITY CLERK

The Brown Law Group, LLC
CITY ATTORNEY

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Bass:
Commissioner Burke:
Vice Mayor Davis:
Mayor Pigatt:

Sponsored by: Commissioner Burke

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DELETING NEWALL J. DAUGHTREY AS SIGNATORY AND ADDING DARVIN WILLIAMS (INTERIM CITY MANAGER)) AS SIGNATORY FOR ALL CITY FINANCIAL INSTITUTION ACCOUNTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka adopted Resolution 18-9588, designating and authorizing signatories on all City accounts;

WHEREAS, due to the appointing of Darvin Williams as Interim City Manager on April ___, 2019; and

WHEREAS, the City Commission deems it necessary to change the authorized signatories for all City accounts.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, that:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-locka hereby declares that effective immediately, all withdrawals of funds from City bank accounts, set forth and attached hereto as EXHIBIT "A", shall be upon official vouchers, duly prepared and bearing two signatures as follows: Darvin Williams, Interim City Manager and_____, Finance Director. In the absence of the Interim City Manager or Finance Director, to sign for any reason, Marilyn Chang, Accountant, or Joanna Flores, City Clerk, may sign in their place. All signatories shall post a bond as required by law within 15 days of the passage of this resolution.

Sponsored by: Commissioner Burke

Section 3. Newall J. Daughtrey shall be removed as signatories on all City accounts.

Section 4. Any and all banking institutions doing business with the City of Opa-locka, Florida, including but not limited to Wells Fargo or City National Bank, are authorized and requested to accept, honor and pay without further inquiry, and until deliver of written notice of revocation of authority granted herein, any and all checks and other orders for payment or withdrawal of money deposited with the said banking institutions in the name of the City of Opa-locka, signed as set forth herein.

Section 5. The City Commission of the City of Opa-locka hereby revokes all prior inconsistent authorization granted in prior Resolutions.

Section 6. The Interim City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this resolution.

Section 7. This resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this _____day of _____, 2019.

_____
Matthew Pigatt
Mayor

ATTEST TO:

_____
Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

_____
THE BROWN LAW GROUP, LLC
City Attorney

Sponsored by: Commissioner Burke

Resolution No. _____

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Kelley:
Commissioner Burke:
Commissioner Bass:
Vice Mayor Davis:
Mayor Pigatt:

Sponsored by: Commissioner Kelley

Resolution No. 18-9588

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DELETING YVETTE HARRELL AS SIGNATORY AND ADDING NEWALL J. DAUGHTREY (ACTING CITY MANAGER) AND BRYAN HAMILTON (FINANCE DIRECTOR) AS SIGNATORIES FOR ALL CITY FINANCIAL INSTITUTION ACCOUNTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka adopted resolution 13-8690, designating and authorizing signatories on all City accounts; and

WHEREAS, due to the appointing of Newall J. Daughtrey as Acting City Manager on December 12, 2018, and the departure of Yvette Harrell as the City Manager on December 12, 2018; and

WHEREAS, the City Commission deems it necessary to change the authorized signatories for all City accounts.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission of the City of Opa-locka hereby declares that effective immediately, all withdrawals of funds from City bank accounts, set forth and attached hereto as EXHIBIT "A", shall be upon official vouchers, duly prepared and each bearing two signatures as follows: Newall J. Daughtrey, Acting City Manager and Bryan Hamilton, Finance Director. In the absence of the Acting City Manager or Finance Director, to sign for any reason, Joanna Flores, City Clerk, may sign in their place. All signatories shall post a bond as required by law within 15 days of the passage of this resolution.

Yvette Harrell shall be removed as signatory on all City accounts.

Any and all banking institutions doing business with the City of Opa-locka, Florida, including but not limited to Wells Fargo or City National Bank, are authorized and requested to accept, honor and pay without further inquiry, and until deliver of written notice of revocation of authority granted herein, any and all checks and other orders for payment or withdrawal of money deposited with the said banking institutions in the name of the City of Opa-locka, signed as set forth herein.

Resolution No. 18-9588

The City Commission of the City of Opa-locka hereby revokes all prior inconsistent authorization granted in prior Resolutions.

The Acting City Manager and the Finance Director are hereby authorized to take all necessary and expedient action to effectuate the intent of this resolution.

Section 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 12th day of December, 2018.

Matthew Pigatt
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

THE BROWN LAW GROUP, LLC
City Attorney

Moved by:	COMMISSIONER KELLEY
Seconded by:	COMMISSIONER BURKE
Commissioner Vote:	5-0
Commissioner Burke:	YES
Commissioner Kelley:	YES
Commissioner Bass:	YES
Vice-Mayor Davis:	YES
Mayor Pigatt:	YES

OFFICIAL BOARD APPOINTMENTS

B

Office of the City Clerk
780 Fisherman Street
4th Floor
Opa-locka, FL 33054
Tele: (305) 953-2800

CITY OF OPA-LOCKA
BOARD APPLICATION

Name: Natasha L. Ervin

Home Address: 670 Dunad Ave Opa-locka, FL 33054
proof of residency required (Street) (City) (State) (Zip Code)

Mailing Address (if different): Same

E-Mail Address: Natashaervin68@gmail.com

Home Phone: 3) 688-8257 Fax: 3) 688-4991 Cell: 3) 502-8814 Business: 3) 688-6996

Years Living in Opa-locka: 42 years

Employer: Self Occupation: Tax Preparing & Cook

Professional Activities: Cooking, Accounting, Nurturing

Volunteer Activities: Park n Rec; Booster Club; Church Activities

Why do you wish to serve on this board/committee? So that I can assist the Park to be greater / better

Please check the board(s) on which you are interested in serving as a member:

	Historic Environmental Preservation Board	✓	Community Relations, Recreation & Activities Advisory Board
	Planning and Zoning Appeals Board		Housing Authority & Nuisance Abatement Board
	Civil Service Board		* Canvassing Board

**** AD HOC - boards will be formed when necessary to deal with a specific issue***

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members of his / her respective board during a public meeting. The member should state the nature of the conflict, detailing that he / she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? Better Park Service to All Kids, not just the paying kids.

Qualifications for serving: I'm already active on the parks. Working hard for the children of our City.

Other municipal or county boards/committees or non-profits on which you are serving: I'm a member of the Civic Service Board

List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. Pamela Butler 3) 606-7299
2. Sytrina Walker 3) 343-2582
3. Sonya Nelms 7) 991-8262

By signing below, I certify that the information contained in this application is true and accurate.

Signature: Alaska Crum Date: March 28, 2019

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801.

Applications should be returned to the following:

Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

Office of the City Clerk
780 Fisherman Street
4th Floor
Opa-locka, FL 33054
Tele: (305) 953-2800

2015 MAR 11 PM 3:25

RECEIVED
CITY OF OPA-LOCKA
CITY CLERK

CITY OF OPA-LOCKA
BOARD APPLICATION

Name: Claudienne R. Hibbert

Home Address: 18750 SW 17CT MIRAMAR FL 33029
proof of residency required (Street) (City) (State) (Zip Code)

Mailing Address (if different): 18459 Pines Blv., Ste. 358, Pembroke Pines FL 33029

E-Mail Address: realty@claudiennehibbert.com

Home Phone: N/A Fax: 954-845-3446 Cell: 786-229-6567 Business: 954874-2911

Years Living in Opa-locka: N/A

Employer: The Keyes Company Occupation: Real Estate Consultant

Professional Activities: National Association of Real Estate Broker's, see Resume/BiO

Volunteer Activities: See Attached Resume & bio.

Why do you wish to serve on this board/committee? I believe that through my professional experiences, I am able to contribute and would be an asset to the board

Please check the board(s) on which you are interested in serving as a member:

	Historic Environmental Preservation Board		Community Relations, Recreation & Activities Advisory Board
✓	Planning and Zoning Appeals Board		Housing Authority & Nuisance Abatement Board
	Civil Service Board		* Canvassing Board

**** AD HOC - boards will be formed when necessary to deal with a specific issue***

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members of his / her respective board during a public meeting. The member should state the nature of the conflict, detailing that he / she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? _____

Qualifications for serving: See Bio/Resume

Other municipal or county boards/committees or non-profits on which you are serving: See Bio & Resume

List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. Sonya Hickman 954 658 3925
2. Shawna Pointville 305-494-5007
3. Cristal Cole 850-597-2127

By signing below, I certify that the information contained in this application is true and accurate.

Signature: Claudienne Hibbert Date: 3/11/2019

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801.

Applications should be returned to the following:

Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

Office of the City Clerk
780 Fisherman Street
4th Floor
Opa-locka, FL 33054
Tele: (305) 953-2800

2019 JE 10 PM 3:02

CITY OF OPA-LOCKA
BOARD APPLICATION

Name: Raphael S. Scott

Home Address: 699 Auburn Ave #214 Delray Beach, FL 33444
proof of residency required (Street) (City) (State) (Zip Code)

Mailing Address (if different): _____

E-Mail Address: RAPHAELSCOTT26@gmail.com

Home Phone: — Fax: — Cell: 561-631-3235 Business: 305-688-4517

Years Living in Opa-locka: Ø

Employer: Millennia Housing Management Occupation: Property Management

Professional Activities: _____

Volunteer Activities: _____

Why do you wish to serve on this board/committee? To improve Housing Standards and conditions in Opa-locka

Please check the board(s) on which you are interested in serving as a member:

✓	Historic Environmental Preservation Board	✓	Community Relations, Recreation & Activities Advisory Board
✓	Planning and Zoning Appeals Board	✓	Housing Authority & Nuisance Abatement Board
✓	Civil Service Board	✓	* Canvassing Board

**** AD HOC - boards will be formed when necessary to deal with a specific issue***

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members of his / her respective board during a public meeting. The member should state the nature of the conflict, detailing that he / she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? Housing Standards and Conditions through out the City.

Qualifications for serving: I Have been working in Affordable, Sec. 8, Project Based Housing for 10 years from site level to the Corporate level

Other municipal or county boards/committees or non-profits on which you are serving: None

List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. Karon Paulk - 561-252-1333
2. Cephus Scott - 216-217-0307
3. Gerald Galloway - 561-644-2154

By signing below, I certify that the information contained in this application is true and accurate.

Signature: Raphael Scott Date: 1/10/2019

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801.

Applications should be returned to the following:

Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

Office of the City Clerk
780 Fisherman Street
4th Floor
Opa-locka, FL 33054
Tele: (305) 953-2800

2019 FEB 24 AM 9:06

RECEIVED

CITY OF OPA-LOCKA
BOARD APPLICATION

Name: Andrew Thomson

Home Address: 1770 Opa Locka Fl Opa Locka Fl 33054
proof of residency required (Street) (City) (State) (Zip Code)

Mailing Address (if different): N/A

E-Mail Address: MIAMIDEDEPERMITS@BELLSOUTH.NET

Home Phone: 3056879600 Fax: _____ Cell: 3054504603 Business: _____

Years Living in Opa-locka: 20

Employer: Disabled Vet Occupation: _____

Professional Activities: _____

Volunteer Activities: _____

Why do you wish to serve on this board/committee? TO MAKE OPA LOCKA GREAT AGAIN

Please check the board(s) on which you are interested in serving as a member:

	Historic Environmental Preservation Board	✓	Community Relations, Recreation & Activities Advisory Board
	Planning and Zoning Appeals Board	✓	Housing Authority & Nuisance Abatement Board
✓	Civil Service Board		* Canvassing Board

**** AD HOC - boards will be formed when necessary to deal with a specific issue***

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members of his / her respective board during a public meeting. The member should state the nature of the conflict, detailing that he / she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? APPEARANCE

Qualifications for serving: _____

_____

Other municipal or county boards/committees or non-profits on which you are serving: N/A

_____

List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. Tommy Hines 786 344 1730
2. Shirley D Rich 305 769 2690
3. Sonyer Kenton 786 521 4211

By signing below, I certify that the information contained in this application is true and accurate.

Signature: _____ Date: 2-20-2019

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801.

Applications should be returned to the following:

Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

OFFICIAL CITY EVENTS / ACTIVITIES

JOIN ME, COMMISSIONER JOSEPH L. KELLY FOR

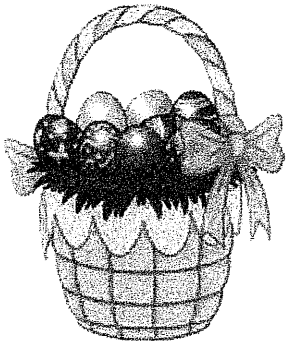
MEET ME MONDAY

IN "THE GREAT" CITY OF OPA-LOCKA
MAYOR AND CITY COMMISSION

CANCELED

FOR April 8th WILL RESUME ON MAY 13TH

Commissioner
Joseph L. Kelley



LISTEN TO COMMUNITY CONCERNS
ENCOURAGE
ADDRESS IMPORTANT TOPICS
DISCUSS NEIGHBORHOOD IMPROVEMENT

DO YOU HAVE QUESTIONS?
DO YOU WANT ANSWERS?
NEED TO SEEK SOLUTIONS?

CITY OF OPA-LOCKA, FLORIDA
INCORPORATED 1926

CITY OF OPA-LOCKA
NOTICE TO THE PUBLIC
SPECIAL PLANNING & ZONING BOARD MEETING
Tuesday, APRIL 9, 2019

NOTICE IS HEREBY GIVEN that the City of Opa-locka Planning & Zoning Board will hold public hearings at a special meeting on Tuesday, April 9, 2019 at 7:00 p.m. at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items:

PUBLIC HEARINGS

APPLICANT NAME: Brian C. Hollings
150 West Main Street, Suite 1820
Norfork, VA 23510

PROPERTY OWNER: Centerpoint Properties Trust
1808 Swift Drive
Oak Brook, IL 60523

PROPERTY ADDRESS: VACANT PARCEL AT THE CORNER OF NW 123RD STREET AND NW 37TH AVENUE, OPA-LOCKA, FL 33054

REQUESTS:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A TRACTOR TRAILER TRUCK AND MAJOR VEHICLE PARKING FACILITY ON THE PROPERTY LOCATED AT THE CORNER OF NW 123RD STREET AND NW 37TH AVENUE AND INDENTIFIED BY FOLIOS 08-2129-018-0010, 30-2129-018-0010 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A TRACTOR TRAILER TRUCK AND MAJOR VEHICLE PARKING FACILITY ON THE PROPERTY LOCATED AT THE CORNER OF NW 123RD STREET AND NW 37TH AVENUE AND INDENTIFIED BY FOLIOS 08-2129-018-0010, 30-2129-018-0010 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

APPLICANT NAME: TNJ Realty, LLC
2257 Southwest 132nd Avenue
Miramar, FL 33027

PROPERTY OWNER: TNJ Realty, LLC
2257 Southwest 132nd Avenue
Miramar, FL 33027

PROPERTY ADDRESS: SITE COMPOSED OF MULTIPLE PARCELS AND ALLEYS: 1340 E SUPERIOR STREET; 13730 NW 27TH AVENUE; 13720 NW 27 AVENUE; 13620 NW 27TH AVENUE; 1245 OPA LOCKA BLVD; 1201 OPA LOCKA BLVD; & VACANT PARCEL BETWEEN 1245 OPA LOCKA BLVD & 13620 NW 27TH AVENUE; VACANT PARCEL BETWEEN 1201 OPA LOCKA BLVD & 1340 E SUPERIOR STREET, OPA LOCKA, FL 33054.

REQUESTS:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VACATION OF THE ALLEYS THAT ARE LOCATED BETWEEN THE PARCELS BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660, AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE SITE PLAN FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660, AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660, AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

APPLICANT NAME: FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC
3523 NW 116TH STREET,
MIAMI, FL 33167

PROPERTY OWNER: SATELITE COMMUNICATIONS SYSTEM
5741 CLEVELAND STREET, SUITE 3001,
VIRGINA BEACH, VA. 23462

PROPERTY ADDRESS: 4480 NW 128TH STREET ROAD,
OPA-LOCKA, FL 33054

REQUESTS:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE SPECIAL EXCEPTION TO ALLOW THE RETAIL SALE OF DIESEL GAS FOR THE OPERATION OF A TRACTOR TRAILER TRUCK AND MAJOR VEHICLE PARKING FACILITY ON THE PROPERTY LOCATED AT 4480 NW 128TH STREET ROAD IDENTIFIED BY FOLIOS 08-2129-005-1470, 08-2129-005-1590, 08-2129-005-1600, 08-2129-005-1610, 08-2129-005-1620 IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A TRACTOR TRAILER TRUCK AND MAJOR VEHICLE PARKING FACILITY ALONG WITH THE RETAIL SALE OF DIESEL GAS ON THE PROPERTY LOCATED AT 4480 NW 128TH STREET ROAD IDENTIFIED BY FOLIOS 08-2129-005-1470, 08-2129-005-1590, 08-2129-005-1600, 08-2129-005-1610, 08-2129-005-1620 IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

APPLICANT NAME: City of Opa-locka

PROPERTY OWNER: City of Opa-locka

PROPERTY ADDRESS: The City of Opa-locka, Florida 33054

REQUESTS:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF AN AMENDMENT TO ORDINANCE 15-31, OF THE CITY LAND DEVELOPMENT REGULATIONS.

A. SECTION 22-101 TO ADDRESS HOTELS, MOTELS, TIMESHARES, BED & BREAKFAST, VACATION RENTALS, SHORT TERM RENTALS, LIVE-WORK, & MICRO-UNITS

B. SECTION 22-112 TO ADDRESS DEVELOPER AGREEMENT AND RESTRICTIVE COVENANTS

C. SECTION 22-118 TO ADDRESS PROPERTY MAINTENANCE

D. SECTION 22-123 TO ADDRESS ASSISTED LIVING FACILITIES, SOCIAL SERVICE FACILITIES AND OTHER RESIDENTIAL CARE FACILITIES

E. SECTION 22-135 TO ADDRESS EVENTS & ENTERTAINMENT

F. SECTION 22-140 TO ADDRESS AUTOMOTIVE SERVICES AND SALES, AUTO SERVICE STATIONS, AUTOMOBILE AND TRUCK NEW AND USED SALES, AND VEHICLE RENTAL SERVICES

Additional information on the proposed documents are available at the Office of Planning & Community Development, 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 and at the public hearing. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

City of Opa-locka Mayor and Commission

EASTER

FELLOWSHIP & COMMUNITY FEEDING

Hosted by: Commissioner Joseph L. Kelley
& Commissioner Sherelean Bass

in conjunction with
THE CITY OF OPA-LOCKA
FAITH BASED INITIATIVE
Consisting of all local churches in the community

SATURDAY
APRIL 13, 2019
2:30 – 4:30 PM

UNITY FELLOWSHIP SERVICE
will reflect the diverse Opa-locka community

Sherbondy Park Pavilion
215 Perviz Avenue
Opa-locka, FL 33054
For information call:
786.338.6620

Distribution of
FREE FOOD BAGS!
WHILE SUPPLIES LAST

CITY OF OPA-LOCKA, FLORIDA
INCORPORATED 1926

The City of Opa-locka

FEEDING SOUTH FLORIDA FOOD DISTRIBUTION

Hosted by: Commissioner Joseph L. Kelley

Mayor and Commission

along with the Florida Department of Motor Vehicles (Mobile Unit)

APRIL 19th, 2019

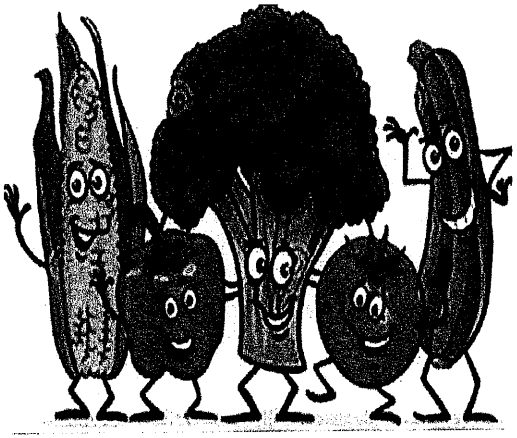
10:00 a.m.

(While supplies last) at

SEGAL PARK

2331 N.W. 143RD Street

(Bring Your Own Bag)



FEEDING SOUTH FLORIDA™

FOR MORE INFORMATION CALL (305 953.2800/2801)

TWEET @jkelleyOL

A SAFER FLORIDA
HIGHWAY SAFETY AND MOTOR VEHICLES

Florida Licensing on Wheels mobile offices bring motorist services to the customer. The FLOW team will be inside the Helen L. Miller Center. Please stop in and take advantage of the convenient services provided to the public. Services include, but not limited to:

-Renew/Replace your Driver License/ID
-Apply for a first time ID Card

Before visiting the FLOW event, visit https://www.flhsmv.gov/driver-licenses-id-cards/what-to-bring/ for a detailed list of what to bring.

Fees for driver license and motor vehicle services established by Florida Law can be viewed by visiting the following site: https://www.flhsmv.gov/fees/