

## AWARD SHEET

**Title:** PRE-QUALIFICATION OF PROFESSIONAL CONTRACTORS

**Contract #** 11-12-031

**Term:** Two Years with City Option to Renew annually, not to exceed a maximum of three (3) years, on a year to year basis

Effective 08/1/12 through 07/31/14

### User Departments

Various

### Electrical Vendor Contact Information:

**Name:** Electrical Contracting Services Inc.  
**Address:** 2375 West 77th Street, Hialeah, FL 33016

**FID:** 59-2552102  
**Phone:** (305)-556-0041  
**Fax:** (305)-820-0553  
**Contact:** Charles (Chuck) Floyd  
**Email:** [ESCINC25@AOL.COM](mailto:ESCINC25@AOL.COM)

**Name:** Universal Electric of Florida Inc.  
**Address:** 6784 NW 17 Ave, Ft Lauderdale, FL 33309

**FID:** 59-1898508  
**Phone:** (954)-484-5233  
**Fax:** (954)-484-5487  
**Contact:** Phillip L. Kroyman Jr.  
**Email:** [Phil@universalphilco.com](mailto:Phil@universalphilco.com)

**Name:** Francis Uriel Electric Inc.  
**Address:** 1860 N Pine Island Rd #107, Plantation, FL 33322

**FID:** 20-5843670  
**Phone:** (954)-306-2217  
**Fax:** (954)-577-5316  
**Contact:** Delroy Francis  
**Email:** [info@felectricservices.com](mailto:info@felectricservices.com)

**General Contractors Vendor Contact Information:**

**Name:** Dodek Inc.  
**Address:** 3140 W 84<sup>th</sup> St, Suite #2

**FID:** 65-0789455  
**Phone:** (305)-826-4022  
**Fax:** (305)-826-4075  
**Contact:** Trevor Pantry  
**Email:** [bids@dodecinc.com](mailto:bids@dodecinc.com)

**Name:** Alen Construction Group Inc.  
**Address:** 5501 SW 162<sup>nd</sup> Avenue, Southwest Ranches, FL 33331

**FID:** 80-0775262  
**Phone:** (954)-252-1372  
**Fax:** (754)-223-5635  
**Contact:** Ruben Alen  
**Email:** [ruben@alenconstructiongroup.com](mailto:ruben@alenconstructiongroup.com)

**Name:** The Bannerman Group Inc.  
**Address:** 6600NW 27 Ave, Miami, FL 33147

**FID:** 36-4602628  
**Phone:** (305)-216-4215  
**Fax:** (305)-924-2334  
**Contact:** Andrey Bannerman  
**Email:** [andrebannerman@aol.com](mailto:andrebannerman@aol.com)

**Name:** Construction Affairs Inc.  
**Address:** 14041 SW 54 Street, Miramar, FL 33027

**FID:** 65-1039  
**Phone:** (786)-355-5688  
**Fax:** (305)-829-3589  
**Contact:** John Kennedy  
**Email:** [jfkenn2002@aol.com](mailto:jfkenn2002@aol.com)

**Name:** Coral-Tech Associates Inc.  
**Address:** 1011 West Sample Road Suite #207

**FID:** 59-2494458  
**Phone:** (954)-753-7252

## **SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:**

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

### **BID BONDS:**

The City may request performance and /or payment bonds on a project by project basis, in its best interest.

### **LIQUIDATED DAMAGES:**

The application of liquidated damages will be determined on a project by project basis, in the City's best interest, and will be outlined on any applicable request for quote.

Failure to perform on a timely basis shall be cause to enforce liquidated damages, whereby the Bidder shall be subject to charges for liquidated damages for failure to perform on a project, as compensation due the City for loss of enjoyment or real property and land use. The City shall have the right to deduct the said liquidated damages from any amount due or that may become due to the bidder under this Bid or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder. The Contractor shall also be responsible for all re-procurement costs, if it fails to commence or complete a project, to hire another contractor to perform the required job.

### **3. DESCRIPTION OF WORK:**

The City anticipates that the various **Electrical work** will include, but not limited to, repairs to recreation field lighting, repairs to security and parking lot lighting, adding additional circuits, upgrade and/or replacing panels and sub-panels, adding lines and grounds, installation of conduit and general wiring of fixtures and equipment.

The City anticipates that the various **Plumbing work** will include, but not limited to, installation, repairs or modifications on a variety of bathrooms and fixtures including sinks, toilets and hot water heaters. Installation, repairs or modifications to irrigation systems. Pool lines and pool pumps.

The City anticipates that the various **Mechanical, HVAC work** will include, but not limited to, repairs to central HVAC units and wall units, Freon recharge, etc. The City has several makes of A/C units including but not limited to: Rheem, Fredrick window units, Rudd, etc.



ITB#11-12-031 Pre-qualification of Professional Contractors June 21, 2012

Alen Construction Group,  
 Inc., of Southwest Ranches  
 Fl

The Bannerman Group Inc.,  
 of Miami Fl

Construction Affairs Inc.,  
 of Miramar Fl

Coral-Tech Associates Inc.,  
 of Coral Springs Fl

Dc

Item #	DESCRIPTION - ELECTRICAL	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour
#1	Licensed Master Electrician	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#2	Licensed Journeyman Electrician	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#3	Electrician Helper/Apprentice	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#4	Aerial (Bucket Truck)60' w/operator	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#5		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#6	Back hoe w/operator	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#7	Jack Hammer	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#8	Trencher w/operator	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#9	Line Truck w/operator	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
#10	Percent over Contractor's cost for parts & materials		%		%		%		%		%



**ITB#11-12-031 Pre-qualification of Professional Contractors June 21, 2012**

Item #	DESCRIPTION - ELECTRICAL	Premier Air Conditioning & Refrigeration Inc., of Hialeah FL		Airmatic Controls Inc., of Davie FL		Electrical Contracting Service Inc., of Hialeah FL		Universal Electric of Ft of Ft Lauderdale FL	
		Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour
#1	Licensed Master Electrician	\$	\$	\$	\$	\$37.00	\$42.00	\$42.70	\$61
#2	Licensed Journeyman Electrician	\$	\$	\$	\$	\$42.00	\$53.00	\$37.30	\$52
#3	Electrician Helper/Apprentice	\$	\$	\$	\$	\$33.00	\$41.00	\$27.40	\$39
#4	Aerial (Bucket Truck)60' w/operator	\$	\$	\$	\$	\$54.00	\$66.00	\$64.00	\$85
#5	Interior Mechanical Lift	\$	\$	\$	\$	\$17.00	\$17.00	\$15.00	\$20
#6	Back hoe w/operator	\$	\$	\$	\$	\$51.00	\$62.00	\$54.00	\$76
#7	Jack Hammer	\$	\$	\$	\$	\$12.00	\$12.00	\$10.00	\$12
#8	Trencher w/operator	\$	\$	\$	\$	\$51.00	\$62.00	\$54.00	\$76
#9	Line Truck w/operator	\$	\$	\$	\$	\$54.00	\$66.00	\$80.00	\$110
#10	Percent over Contractor's cost for parts & materials	%		%		5%		1	

Item #	DESCRIPTION – GENERAL	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour	Price per Regular Hour	Price per Overtime Hour
#1	Carpenter	\$	\$	\$	\$	\$	\$	\$	\$
#2	Painter	\$	\$	\$	\$	\$	\$	\$	\$
#3	Drywall Installer/ Repair (Finisher)	\$	\$	\$	\$	\$	\$	\$	\$
#4	Percent over Contractor's cost for parts & materials	%		%		%		%	

This is only a tabulation of prices submitted and is not an indication of award or responsiveness.

***Wis's Engineering was found non-responsible because they did not have the required license***

## BID SUBMITTAL

Submit Proposal to:

CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> Street  
Mail to: Bldg. 5 Suite 200  
Deliver to: Bldg. 7 suite 440  
Miami Gardens, Florida 33169

BID #11-12-031  
Title: Pre-Qualification of  
Professional Contractors

Date: June 21, 2012

Dodec, Inc

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(Contractor)

agrees to supply labor, equipment, supplies required for Contractor Services as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation for professional services under this contract.

All costs for materials, equipment, labor, maintenance, etc. required to provide professional services shall be included in this price.

Submit Proposal to:  
**CITY OF MIAMI GARDENS**  
**PROCUREMENT DEPARTMENT**  
 1515 N W 167<sup>th</sup> Street  
Mail to: Bldg. 5 Suite 200  
Deliver to: Bldg. 7 suite 440  
 Miami Gardens, Florida 33169

BID #11-12-031  
 Title: Professional Services

Date: June 21, 2012

To be opened and publicly read, Thursday, June 21, 2012 at 2:00 P.M. in Council Chambers.

**Contractor Name:** Dodec, Inc      **Terms:** Proposer see Paragraph 1.2

**Contractor Mailing Address:** 3140 W 84th St., Suite #2      **F.E.I.D. No:** 65-0789455

**City, State, Zip Code:** Hialeah, FL 33018      **Cashier's Check/Proposal Bond is attached, when required, in the amount of \$**           N/A          

**Telephone :** (305)826-4022      **Fax:** (305) 826-4075      **Toll Free:** (800)

**Proposal Contact Person (Please print clearly):** Trevor Pantry

=====

***Supplier Qualification Statement***

Proposer declares that there has been an examination of the specifications of the work and is informed fully in regard to all conditions pertaining to the scope of services to be provided in accordance with the proposal documents.

Item #	DESCRIPTION - ELECTRICAL	Price per Regular Hour	Price per Overtime Hour
#1	Licensed Master Electrician	\$ 77.00	\$ 115.00
#2	Licensed Journeyman Electrician	\$ 67.00	\$ 100.00
#3	Electrician Helper/Apprentice	\$ 42.00	\$ 63.00
#4	Aerial (Bucket Truck)60' w/operator	\$ 140.00	\$ 210.00
#5	Interior Mechanical Lift	\$ 80.00	\$ 80.00
#6	Back hoe w/operator	\$ 65.00	\$ 98.00
#7	Jack Hammer	\$ 20.00	\$ 30.00
#8	Trencher w/operator	\$ 60.00	\$ 90.00
#9	Line Truck w/operator	\$ 90.00	\$ 135.00
#10	Percent over Contractor's cost for parts & materials	16 %	



The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

Trevor Pantry  
Authorized Signature (Manual)

Trevor Pantry  
Authorized Signature (Printed)

6/15/12 Date  
Corporate Seal

CORPORATION

By: Trevor Pantry / Trevor Pantry  
(Signature) (Print name)

Address: 3140 W 84th Street  
Suite #2  
Hialeah, FL 33018

Telephone: ( 305 ) 826-4022 Fax: ( 305 ) 826-4075  
E-Mail: bids@dodecinc.com  
Taxpayer Identification Number (TIN/EIN): 65-0789455

State Under Which Corporation Was Chartered: Florida

Corporate President: Trevor Pantry  
(Print Name)

Corporate Secretary: Trevor Pantry  
(Print Name)

Corporate Treasurer: Trevor Pantry  
(Print Name)

CORPORATE SEAL

Attest By: Trevor Pantry  
Secretary

## QUESTIONNAIRE

Proposer's Name: Dodec, Inc

Principal Office Address: 3140 W 84th St, Suite #2  
Hialeah, FL 33018

Official Representative: Trevor Pantry

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

October 1997

In what State: Florida

If Foreign Corporation:

Date of Registration with  
Florida Secretary of State:

\_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

President's Name: Trevor Pantry

Vice President's Name: Steven Pantry

Treasurer's Name: Trevor Pantry

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
- A. List all pending lawsuits: None
  - B. List all completed lawsuits: None
  - C. List all judgments from lawsuits in the last five years: N/A
  - D. List any criminal violations and/or convictions of the proposer and/or any of its principals: N/A
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). None
8. List the work you will perform with your own forces on this project: List any Sub-Contractors for this project: Self Perform General, Mechanical, Plumbing, Subcontract Electrical (JP Moran Company)

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated 6/15, 2012

**LIST OF EQUIPMENT AVAILABLE  
FOR THIS CONTRACT**

List all equipment which will be dedicated to Demolition Services listed in this bid document. (Additional equipment may be submitted on a separate sheet in this format)

EQUIPMENT	NUMBER AVAILABLE	EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
1. Bobcat S300	1	2
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*City of Miami Gardens  
Procurement Department*

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **MBE Certification must be submitted with this form(s)**

**A Good Faith Effort**

A Good Faith Effort shall be shown on each project or purchase regardless of the dollar amount. Good Faith Effort to secure MBE participation shall be documented and shall include, but not necessarily be limited to, the following actions:

1. Advertisement in general circulation media, trade association publications and minority business enterprise media to provide notice of subcontracting opportunities;
2. Provide notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. Notice shall be given in sufficient time to allow the MBEs to participate effectively;
3. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner;
4. Negotiating in good faith with qualified MBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.

Contractor Name: Dodec, Inc Address: 3140 W 84th St., Suite #2, Hialeah, FL 33018

Federal ID 65-0789455 Phone 305-826-4022 Email bids@dodecinc.com

Minority Business Certified?  YES  NO

MBE Certification Attached?  YES  NO

Contractor Official a Minority  YES  NO

Black  Hispanic  Asian  Native American

( ) No Sub-Contracting Opportunities existed for this contract

( ) No Firms were contacted because:

**This schedule must be submitted with the bid or proposal**

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed	Contact Method
Dodec, Inc 3140 W 84th St, Suite #2 Hialeah, FL 33018 305-826-4022 bids@dodecinc.com	BM	General Contracting, Mechanical Contracting, Plumbing Contracting	Phone, or email

Collusion



# CERTIFICATE OF LIABILITY INSURANCE

CODE-01

OP ID: J3

DATE (MM/DD/YYYY)

01/30/12

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 REFLOW. 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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Shawn A. Burton, CIC	954-776-2222 954-776-4446	<b>CONTACT NAME:</b> <b>PHONE (A/C, Ho, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Dodec Inc. Attn: Trevor Pantry 3140 W. 84th Street, Bay #2 Hialeah, FL 33018		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : *Amerisure Insurance Company+</td> <td>19488</td> </tr> <tr> <td>INSURER B : Amerisure Mutual Ins. Co.+</td> <td>23396</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : *Amerisure Insurance Company+	19488	INSURER B : Amerisure Mutual Ins. Co.+	23396	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Amerisure Mutual Ins. Co.+	23396															
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

**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 ISR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENI AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL20810150001	01/20/12	01/20/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>TOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA206003802	01/20/12	01/20/13	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0			CU20697030102	01/20/12	01/20/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC202666306	01/20/12	01/20/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - FA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

CORALGA

**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

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STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CONSTRUCTION INDUSTRY LICENSING BOARD  
 1940 NORTH MONROE STREET  
 TALLAHASSEE FL 32399-0783

(850) 487-1395

LINDO, DEAN-MICHAEL  
 DODEC, INC.  
 13447 SW 23 ST  
 MIRAMAR FL 33027

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridallicense.com](http://www.myfloridallicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's Initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# B 115544  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CFC1428609 110368645  
 CERTIFIED PLUMBING CONTRACTOR  
 LINDO, DEAN-MICHAEL  
 DODEC, INC.  
 IS CERTIFIED under the provisions of Ch. 489 FS  
 Expiration date: AUG 31, 2014 L12050100836

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6115544

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12050100836

DATE	BATCH NUMBER	LICENSE NBR
05/01/2012	110368645	CFC1428609

The PLUMBING CONTRACTOR  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 489 FS.  
 Expiration date: AUG 31, 2014

LINDO, DEAN-MICHAEL  
 DODEC, INC.  
 3140 W 84TH ST  
 HIALEAH FL 33018

RICK SCOTT  
 GOVERNOR

KEN LAWSON  
 SECRETARY



THIS IS NOT A BILL



City of Hialeah  
**Business Tax Receipt**

**2011-12**

No. 236220-8

(OLD-1542-45)

Amount: \$ 200.00

The person, firm or corp listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: TREVOR PANTRY

Type of Business Commercial and Institutional Building Construction

DODEC, INC.  
3140 W 84 ST #2  
HIALEAH, FL 33018

Business Location:

{  
3140 W 84 ST 2

Validating No. : 0000

Expires September 30, 2012

THIS IS NOT A BILL



miamidade.gov

Sustainability, Planning and Economic Enhancement Department
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 3950
Approval Date: 05/02/2012 - DBE

ANNUAL ANNIVERSARY: 05/02/2013

May 7, 2012

Mr. Trevor O. Pantry
DODEC, INC.
3140 W 84th St, Bay #2
Hialeah, FL 33018

Dear Mr. Pantry:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/sba/library/continuing\_eligibility\_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Karla Licona in the Certification Unit.

Should you have questions regarding your firm's certification, Karla Licona will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
ENGINEERING SERVICES (DBE)
NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (DBE)
NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (DBE)
NEW HOUSING OPERATIVE BUILDERS (DBE)
RESIDENTIAL REMODELERS (DBE)



miamidade.gov

Sustainability, Planning and Economic Enhancement Department
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

May 7, 2012

Mr. Trevor O. Pantry
DODEC, INC.
3140 W 84th St, Bay #2
Hialeah, FL 33018

CERT. NO: 746
Approval Date: 05/02/2012 - CSBE Level 1
Expiration Date: 05/31/2015

ANNUAL ANNIVERSARY: 05/02/2013

Dear Mr. Pantry:

Small Business Development (SBD), a division of Sustainability, Planning and Economic Enhancement Department (SPEED) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Small Business Enterprise (CSBE) in accordance with section 10-33-02 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County SPEED website http://www.miamidade.gov/sba .

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Sustainability, Planning and Economic Enhancement Department

- CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
HEATING, VENTILATING, AND A/C EQUIPMENT (CSBE)
NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
NEW HOUSING OPERATIVE BUILDERS (CSBE)
RESIDENTIAL REMODELERS (CSBE)
INDUSTRIAL BUILDING CONSTRUCTION (CSBE)



## ***City of Miami Gardens*** **INVITATION TO BID**

The City of Miami Gardens is requesting sealed bids from qualified contractors to establish a term contract to provide electrical, plumbing, carpentry, drywall, and mechanical work HVAC on an as needed basis for City facilities.

### **BID SUBMISSION:**

Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **If Delivered by mail send to:** Procurement Department, 1515 N.W. 167<sup>th</sup> Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **If Delivered in person:** Procurement Department location, 1515 NW 167<sup>th</sup> Street; Bldg. 7, Suite 440 until 2:00 P.M. on Thursday, **June 21, 2012** at which time names of bidders submitting bids will be read in the Council Chambers by the Procurement Manager or designee. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids.

### **"ITB# 11-12-031 PRE-QUALIFICATION OF PROFESSIONAL CONTRACTORS**

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll free 1-800-711-1712 and request Document #11-12-031 or may be found on the City's web site at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov). Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

### **FOR INFORMATION**

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

### **ACCEPTANCE AND REJECTIONS**

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

Please be advised that Pursuant to City Ordinance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the ITB until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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

**1.3.4 BID'S CONDITIONS:**

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

**1.4 EQUIVALENTS:**

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

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

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

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

**1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

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

**1.6 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

**1.7 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

**1.14 LEGAL REQUIREMENTS:**

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

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

**1.15 INDEMNIFICATION:**

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly

**1.19 ANTI-DISCRIMINATION:**

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

**1.20 QUALITY:**

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

**1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

**1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

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

**1.23 DEFAULT/FAILURE TO PERFORM:**

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

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated. The City will notify the contractor in writing of its intentions with the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

writing and the person submitting the request will be responsible for its timely delivery.

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

**1.31 CONTRACT:**

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**1.32 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its



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

**1.40 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 Charter relating to this issue. Bidders must disclose any such affiliation. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. Failure to disclose any such affiliation/situations will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

**1.41 FLORIDA PUBLIC RECORDS ACT:**

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

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

**1.42 TIED BIDS:**

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

**1.43 UNBALANCED BIDS:**

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

**1.44 LOCAL PREFERENCE:**

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

**1.45 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:**

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools

**“ITB# 11-12-031– PRE-QUALIFICATION OF PROFESSIONAL  
CONTRACTORS  
June 21, 2012**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this bid is to establish a term contract, by means of sealed bids, with licensed Electrical Contractors, Plumbing Contractors and Mechanical Contractors, General Contractors on an as-needed, when-needed basis as specified herein, from sources of supply that will give prompt and efficient service.

The City has twenty Park facilities a Police facility as well as a Public Works facility which include lighted fields and courts, parking lots; buildings with central air conditioning and buildings with wall units; irrigation systems and restrooms; four pools which include locker rooms, courts, parking lots and offices; and one maintenance facility. Additional facilities may be added or deleted throughout the contract term.

**2.2 TERM OF CONTRACT:**

It is requested that the bidder quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of two (2) years. The City reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) years. Annual renewals will be based on the successful bidder agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the City. This contract is not an exclusive contract.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on bidder's cost increase not to exceed 2.5 percent (2.5%). A written notice sent to the City for approval of any increase prior to renewal accompanied by bidder's documentation to substantiate need for price increase. No more than one price increase will be accepted during the renewal period.

The bidder may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases 2.5% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 2.5% or more, the bidder is required to extend to the City a price decrease equal in percentage to the percentage of the index.

Contractor is required to have current licenses throughout the term of contract.

**2.3 METHOD OF AWARD:**

The City will pre-qualify multiple bidders, whose bids conform to the specifications and are most advantageous to the City based on prices submitted. These pre-qualified bidders may be contacted for competition on future projects.

Responses to future competition will be based on the prices submitted. However, the City will allow pre-qualified bidders to offer discounted pricing on individual projects in an effort to guarantee competition.

**Hourly Labor Rate I** – hourly rate for straight time repairs, i.e. from 8:00 a.m. to 5:00 p.m. or on weekends or holidays. (Rate to include labor and travel, parts not included).

**Hourly Labor Rate II** – hourly rate for overtime repairs, i.e. before 8:00 a.m. or after 5:00 p.m. or on weekends or holidays. (Rate to include labor and travel, parts not included).

**2.8 ADDITIONS/DELETIONS OF FACILITIES:**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any City Department or agency facility may be added to or deleted from this contract at the option of the City.

**2.9 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

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

**2.10 SITE INSPECTION:**

Prior to submitting its offer for any project it is required that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Vendors are also advised to examine carefully drawings and specifications and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

**2.11 INSURANCE:**

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

2.11.1 **Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000**

The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.

2.11.2 **General Liability Insurance - \$1,000,000 Combined Single Limit for bodily injury and property damage**

2.11.3 **Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$100,000 Combined Single Limit or Split Limits of 25/50/50**

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

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

**2.12 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this proposal, contact: William Garviso, Facsimile: (305) 474-1285, e-mail: [wgarviso@miamigardens-fl.gov](mailto:wgarviso@miamigardens-fl.gov)

**2.23 EXCEPTIONS TO SPECIFICATIONS:**

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

**2.24 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND ONE COPY of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.25 SUB-CONTRACTORS;**

No Sub-contracting is allowed.

**2.26 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:**

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

**2.27 HIRING OF CITY RESIDENTS:**

The City of Miami Gardens is seeking to use this service as a means to provide employment opportunities to city residents that are currently unemployed. Therefore, the City is asking that each contractor submit a list of the number of staffing needed to fulfill this contract along with their bid.

While this is not a mandatory requirement, it should be noted that contractors that submit staffing needs and a commitment to hiring unemployed city residents will receive preferred rating of their bid.

**2.28 BID BONDS:**

**The City may request performance and /or payment bonds on a project by project basis, in its best interest.**

**PERFORMANCE BOND:**

When applicable, The vendor to whom a contingent award is made shall duly execute and deliver to the City a Performance and Payment Bond in an amount that represents 100% of the vendors offer price, to be in the form of a Cashier's Check, made payable to the City of Miami Gardens; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami Gardens. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful proposer. The successful vendor shall submit the stipulated performance and or payment bond within ten (10) calendar days following notice of award. Should the vendor fail to deliver the Performance Bond within the specified time, the vendor shall surrender its offer guaranty/ bid bond.

**PRE-QUALIFICATION OF PROFESSIONAL CONTRACTORS**  
**ITB#11-12-031**  
**June 21, 2012**

**2 PERFORMANCE SPECIFICATIONS:**

**2.2 PURPOSE:**

The purpose of this proposal is to establish an annual contract, with licensed contractors to furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary for Electrical Contractors, Plumbing Contractors and Mechanical, General Contractors, HVAC Contractors services on an as-needed, when-needed basis per the specifications herein for the City of Miami Gardens.

**3.2 GENERAL LOCATION OF WORK:**

3.2.1 If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Miami Gardens prior to the final acceptance of the work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

3.2.2 Contractor shall notify the requesting department in writing of the site having pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the contractor to make repairs per section 3.2.1.

**3.3 PROTECTION:**

3.3.1 The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

3.3.2 Contractor shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. Contractor shall exercise extreme caution to eliminate any possibility of damage to any utilities. Prior to commencing of any work at each site the contractor shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the misc. repairs.

3.3.3 Restore any damage to property to its original condition, at contractor's expense, as acceptable to the City of Miami Gardens.

3.3.4 Contractor shall protect all existing and newly installed work, materials, equipment, improvements performed under this contract.

**3.4 EMPLOYEES:**

3.4.1 Contractor shall employ (depending on discipline bidding on) at least one (1) Licensed Master Electrician; Licensed Master Plumber; Licensed Master Mechanical Contractor; and may employ at least one (1) Journeyman in each discipline; and at least one (1) helper.

**3.9 DESCRIPTION OF WORK:**

- 3.9.1 The City anticipates that the various **Electrical** work will include, but not limited to, repairs to recreation field lighting, repairs to security and parking lot lighting, adding additional circuits, upgrade and/or replacing panels and sub-panels, adding lines and grounds, installation of conduit and general wiring of fixtures and equipment.
- 3.9.2 The City anticipates that the various **Plumbing** work will include, but not limited to, installation, repairs or modifications on a variety of bathrooms and fixtures including sinks, toilets and hot water heaters. Installation, repairs or modifications to irrigation systems. Pool lines and pool pumps.
- 3.9.3 The City anticipates that the various **Mechanical, HVAC** work will include, but not limited to, repairs to central HVAC units and wall units, Freon recharge, etc. The City has several makes of A/C units including but not limited to: Rheem, Fredrick window units, Rudd, etc.
- 3.9.4 The City anticipates that the various **General Contractor** work will include, but not be limited to, repairs and/or installation of sheetrock, stucco, carpentry, and painting to City facilities.

**3.10 PORTABLE TOILETS:**

Contractor shall be responsible for portable toilets, etc.

The Contractor shall not permit any workers to use any existing facilities at the Work site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by City. The Contractor, Sub-Contractors of any tier, suppliers and employees shall comply with instructions or regulations of the City's Representative governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of City's operations. Any request for Work, a suspension of Work or any other request or directive received by the Contractor from occupants of existing buildings shall be referred to the City's Representative for determination.

**3.11 WATER USAGE:**

All City potable water used during the project shall be metered through a hydrant meter or meters/connections obtained from the City of North Miami Beach or Miami-Dade County Water and Sewer Department at Contractor's expense.



***City of Miami Gardens***  
**Facilities**

<b>Park's name</b>	<b>Park's address</b>
Andover	NW 209 Street & 1 <sup>st</sup> Avenue
Brentwood	19405 & NW 32 <sup>nd</sup> Avenue, 33056
Buccaneer	3100 NW 207 <sup>th</sup> Street, 33056
Bunche	15600 Bunche Park Drive W, 33054
Carol	4250 NW 178 <sup>th</sup> Street, 33055
Cloverleaf	303 NW 191 <sup>st</sup> Street, 33169
Lake Lucerne	20701 NW 22 <sup>nd</sup> Avenue, 33056
Miami Carol City	3201 NW 185 <sup>th</sup> Street, 33056

### **3.12 BID CHECK LIST**

- YES\_\_\_ NO\_\_\_ 1. Copy of appropriate Permits/License/Certifications**
- YES\_\_\_ NO\_\_\_ 2. Proof of ability to obtain insurance**
- YES\_\_\_ NO\_\_\_ 3. Bid Submittal Price**
- YES\_\_\_ NO\_\_\_ 4. Bid signed by authorized representative**
- YES\_\_\_ NO\_\_\_ 5. Contractor Representative Contact information**
- YES\_\_\_ NO\_\_\_ 6. References with Phone & Fax Numbers, E-mail Address**
- YES\_\_\_ NO\_\_\_ 7. List of Similar Contracts**
- YES\_\_\_ NO\_\_\_ 8. Bid prepared in duplicate**
- YES\_\_\_ NO\_\_\_ 9. City Business Tax Receipt (if applicable)**
- YES\_\_\_ NO\_\_\_ 10. MBE Certification**
- YES\_\_\_ NO\_\_\_ 11. Hiring Local Residents Affidavit**
- YES\_\_\_ NO\_\_\_ 12. Accept VISA Credit Card for payment**
- YES\_\_\_ NO\_\_\_ 13. Equipment List**

**The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A contractor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.**

**SERVICE REQUIREMENTS OF THE CONTRACT CONTRACTOR:**

Contractor shall insure adequate personnel and equipment to provide specified levels of service. YES  NO

Contractor shall work with City of Miami Gardens personnel to insure satisfactory service. YES  NO

---

**Authorized Signature(Manual)**

---

**Authorized Signature (Printed)**

---

**Date**

---

**Corporate Seal**



Item #	DESCRIPTION – MECHANICAL- HVAC	Price per Regular Hour	Price per Overtime Hour
#1	Licensed Master Mechanical HVAC	\$	\$
#2	Licensed Journeyman Mechanical HVAC	\$	\$
#3	Mechanical HVAC Helper/Apprentice	\$	\$
#4	Aerial (Bucket Truck)35' w/operator	\$	\$
#5	Freon Recovery Unit	\$	\$
# 6	Percent over Contractor's cost for parts & materials	%	

Item #	DESCRIPTION – PLUMBING	Price per Regular Hour	Price per Overtime Hour
#1	Licensed Master Plumber	\$	\$
#2	Licensed Journeyman Plumber	\$	\$
#3	Plumber Helper/Apprentice	\$	\$
#4	Back hoe w/operator	\$	\$
#5	Interior Mechanical Lift	\$	\$
#6	Jack Hammer	\$	\$
#7	Trencher w/operator	\$	\$
#8	Percent over Contractor's cost for parts & materials	%	

Item #	DESCRIPTION – GENERAL	Price per Regular Hour	Price per Overtime Hour
#1	Carpenter	\$	\$
#2	Painter	\$	\$
#3	Drywall Installer/ Repair (Finisher)	\$	\$
#4	Percent over Contractor's cost for parts & materials	%	

Contractors cost for acquiring bonding when applicable \_\_\_\_\_%

Will accept VISA purchase card as payment \_\_\_\_\_ Yes \_\_\_\_\_ No

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**SUBMITTED BY:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

---

Authorized Signature (Manual)

Authorized Signature (Printed)

\_\_\_\_\_ Date  
\_\_\_\_\_ Corporate Seal

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

## QUESTIONNAIRE

Proposer's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

**When Incorporated:**

\_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation:

**Date of Registration with**

Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
  - A. List all pending lawsuits:
  - B. List all completed lawsuits:
  - C. List all judgments from lawsuits in the last five years:
  - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).
8. List the work you will perform with your own forces on this project: List any Sub-Contractors for this project:

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated \_\_\_\_\_, 20\_\_

**LIST OF EQUIPMENT AVAILABLE  
FOR THIS CONTRACT**

List all equipment which will be dedicated to Demolition Services listed in this bid document. (Additional equipment may be submitted on a separate sheet in this format)

<b>EQUIPMENT</b>	<b>NUMBER AVAILABLE</b>	<b>EMPLOYEES &amp; EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



*City of Miami Gardens*  
*Procurement Department*

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **MBE Certification must be submitted with this form(s)**

**A Good Faith Effort**

A Good Faith Effort shall be shown on each project or purchase regardless of the dollar amount. Good Faith Effort to secure MBE participation shall be documented and shall include, but not necessarily be limited to, the following actions:

1. Advertisement in general circulation media, trade association publications and minority business enterprise media to provide notice of subcontracting opportunities;
2. Provide notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. Notice shall be given in sufficient time to allow the MBEs to participate effectively;
3. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner;
4. Negotiating in good faith with qualified MBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Minority Business Certified?     YES     NO

MBE Certification Attached?     YES     NO

Contractor Official a Minority     YES     NO

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian \_\_\_\_\_ Native American \_\_\_\_\_

( ) No Sub-Contracting Opportunities existed for this contract

( ) No Firms were contacted because:

**This schedule must be submitted with the bid or proposal**

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed	Contact Method

**Collusion**



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

			-						
--	--	--	---	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**“SAMPLE CONTRACT AGREEMENT DOCUMENTS”**

**PERFORMANCE BOND**

(This bond meets and exceeds the requirements of Florida Statutes Section 255.05)

**STATE OF FLORIDA )**

ss

**COUNTY OF        ) )**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ as Surety, are firmly bound unto the City of Miami  
Gardens, Florida, as Oblige, hereinafter called the City, in the Penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

**WHEREAS**, Contractor, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a  
certain contract with the City, hereto attached, for **ITB #11-12-031** Entitled, "**Professional  
Services** " construction project located at \_\_\_\_\_, Miami Gardens, FL which Contract  
is made a part hereof by reference thereto.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that,  
if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms,  
conditions and agreements of said Contract, and all duly authorized modifications of said  
Contract that may hereafter be made, notice of which modifications to the Surety being hereby  
waived, then this obligation shall be void; otherwise to remain in full force and effect.

**WHENEVER** the Principal shall be and is declared by the City to be in default under the  
Contract, or whenever the Contract has been terminated by default of the Contractor, the City  
having performed the City's obligations thereunder, the Surety shall:

1. Complete the Contract in accordance with its terms and conditions, pay the City  
to complete the contract, or at the City's sole option, shall:
  
2. Obtain a Bid/Proposal or Bids/Proposals for submission to the City for  
completing the Contract in accordance with its terms and conditions, and upon  
determination by the City and the Surety of the responsible Bidder, arrange for a  
Contract between such Bidder and the City, and make available as Work  
progresses (even though there should be a default or a succession of defaults  
under the Contract or Contracts of completion arranged under this paragraph)  
sufficient funds to pay the cost of completion less the balance of the Contract  
price; but not exceeding, including other costs and damages for which the Surety  
may be liable hereunder, the amount set forth in the first paragraph hereof. The  
term "balance of the Contract price" as used in this paragraph, shall mean the total

**IN WITNESS WHEREOF**, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_

**PRINCIPAL:**

(If sole Proprietor or partnership)

\_\_\_\_\_

(Firm Name)

**BY** \_\_\_\_\_

**Title: (Sole Proprietor or Partner)**

**PRINCIPAL (If Corporation)**

\_\_\_\_\_

(Corporate Name)

**BY** \_\_\_\_\_

(President)

**Attest:** \_\_\_\_\_

(Secretary)

(CORPORATE SEAL)

**COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:**

\_\_\_\_\_  
(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner

**SURETY:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Attorney-in-fact**

(Power of Attorney must be attached)

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

Successful Bidder Must Submit when Contract is Signed

## LABOR AND MATERIAL PAYMENT BOND

(SECTION 255.05, FLA. STATUTE)

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (CONTRACTOR), whose primary office is located at \_\_\_\_\_, and whose phone number is \_\_\_\_\_, and \_\_\_\_\_, as SURETY, are bound to the City of Miami Gardens, Florida, as Obligee, (CITY), in the amount of \_\_\_\_\_ Dollars (\$) for the payment of which CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the CITY in response to ITB/Purchase Order No.11-12-031, which is by reference made a part of this Bond and which shall be performed at \_\_\_\_\_, Miami Gardens, FL legally described as: .....

**THE CONDITION OF THIS BOND** is that if the CONTRACTOR:

- (1) Performs the Contract between the CONTRACTOR and the CITY, at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract: and
- (3) Pays CITY all losses, damages, expenses, costs and attorney's fees at trial and appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract: and
- (4) Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract,

then this Bond is void; otherwise it remains in full force.

The SURETY waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or any changes does not affect the SURETY's obligation under this Bond.

**IN WITNESS WHEREOF**, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_

**PRINCIPAL:**

(If sole Proprietor or partnership)

\_\_\_\_\_

(Firm Name)

**BY** \_\_\_\_\_

**Title: (Sole Proprietor or Partner)**

**PRINCIPAL (If Corporation)**

\_\_\_\_\_

(Corporate Name)

**BY** \_\_\_\_\_

(President)

**Attest:** \_\_\_\_\_

(Secretary)

**(CORPORATE SEAL)**

**COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:**

\_\_\_\_\_  
(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner

**SURETY:**

\_\_\_\_\_

**By:** \_\_\_\_\_

Attorney-in-fact

**(Power of Attorney must be attached)**

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

**ASSIGNMENT OF ANTITRUST CLAIMS**

Contractor Subcontractor Supplier (strike inapplicable words) and City recognize that in actual economic practice, overcharges resulting from price-fixing violations of the antitrust laws are in fact usually borne by the City. Therefore, Contractor Subcontractor Supplier, for an in consideration of payment in the amount of (bid amount)\$ \_\_\_\_\_ for Contract Number **ITB#11-12-031** and other good and valuable considerations, receipt of which is hereby acknowledged, hereby assigns, conveys, sells and transfers to the City of Miami Gardens, Florida, all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or any of the several states for price-fixing of services, goods or materials furnished in connection with performance of this contract.

Contractor Subcontractor Supplier and City also recognize that the public interest in vigorous enforcement of the antitrust laws is furthered by private treble damage actions. Therefore, City hereby consents to reassign to Contractor Subcontractor Supplier all of part of the antitrust claims assigned herein, at the sole discretion of City, when it appears that the best interests of the State of Florida and its citizens would be served thereby.

As used herein, the words "price-fixing" include, but are not limited to, price-fixing, resale price maintenance, collusive bidding, bid rigging, complementary bidding, combinations or conspiracies to restrict output or supply, and all other forms of agreements or understandings which have the purpose or effect of tampering with the price structure of services or articles of commerce.

Signed \_\_\_\_\_  
Duly Authorized Agent For:

\_\_\_\_\_  
Title of Duly Authorized Agent  
Whose signature appears above:

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

Witness: \_\_\_\_\_ Date \_\_\_\_\_

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

**ARTICLE 2. SCOPE OF WORK**

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within fifteen (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within .....calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within ..... days from the date certified by CITY as the date of Final Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of .....Dollars (\$) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions, if any, for

business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months or six (6) months warranty period. The City shall select length of warranty period upon notice of award.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

#### **ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments if CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an



required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens  
Attn: City Manager  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

With a Copy to: City Attorney  
C/O City of Miami Gardens  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name:	Fed. ID#
Address:	Telephone #
Address:	Fax #
City, State & Zip:	
Contact Person:	Title

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the XXXXXXXXXXXXXXXX, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent ( 1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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# **GENERAL CONDITIONS**

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under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of this Agreement.

**1.1.11 Contract Price**

The original amount established in the bid form submittal and award by the City to complete the work, as may be amended by an eligible and authorized Change Order.

**1.1.12 Contract Time**

The original time between commencement final completion, including any milestone dates thereof, established in ARTICLE 2 of the Contract, as may be amended by Change Order.

**1.1.13 Change Order**

A document which is signed by the City and authorizes an addition, deletion or revision in the Work to be performed pursuant to this Contract, within the general scope of this Contract, or an adjustment in the term of compensation or an adjustment in time, issued on or after the effective date of the Contract. A change order must comply with the Contract Documents and the Procurement Ordinance of the City.

**1.1.14 Field Order**

A written order which orders minor changes in the Work, but which does not involve a change in the Contract price or Contract time.

**1.1.14 Day**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**1.1.15 Drawings**

The drawings which show the character and scope of the Work to be performed and which are referred to in Section 1.2.

**1.1.16 Final Completion**

The date when all punch list items are completed, including all closeout requirements, submittals and approval by the A/E, is given to the City in writing.

**1.1.17 Knowledge.** The terms "knowledge," "recognize" and "discover," and their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent Contractor familiar with the Work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent Contractor familiar with the Work.

**1.1.18 Notice To Proceed**

A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

**1.1.19 Project**

**ENTIRE PROJECT INCLUDING PHASES AS INDICATED IN THE CONTRACT DOCUMENTS PER ARCHITECT and drawings he prepared.**

**1.1.20 Punch List**

"Punch List" means the list of items, prepared in connection with the inspection of the Project by the City's Representative and the A/E in connection with Substantial Completion of the Work or a portion of the Work, which the City's Representative or A/E has designated as remaining to be performed, completed or corrected before the Work will be accepted by the City.

**1.1.21 Substantial Completion**

The terms "Substantial Completion" or "substantially complete" as used herein shall be construed to mean the completion of the entire Work in accordance with the Contract, including all submittals required under the Contract Documents, except minor "Punch List" items which in the opinion of the A/E and/or the City's Representative will not interfere with the complete and satisfactory use of the facilities for the purposes intended.

**1.1.22 Supplemental and Special Conditions**

The terms "Supplemental Conditions" or "Special Conditions" shall mean the part of the Contract Documents which amend, supplement, delete from, or add to these General Conditions.

**1.1.23 Work/Material**

Work shall mean supervision, labor, equipment, tools, material, supplies, incidentals, operations and activities required by the Contract Documents or reasonably inferable by Contract as necessary to

both in accordance with the A/E's interpretation. On the Drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small scale drawings. Before ordering any materials or doing any Work, the Contractor and each Sub-Contractor shall verify field measurements at the Work site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the City's Representative and A/E for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for the approval by the City's Representative and A/E before making the change.

**1.2.6** Data in the Contract Documents concerning lot size, ground elevations, present facilities, structures or obstructions on or near the site, locations and depths of sewers, conduits, pipes, wires, etc., position of sidewalks, curbs, pavements, etc., and nature of ground and subsurface conditions have been obtained from sources the A/E believes reliable, but the A/E and City do not represent or warrant that this information is accurate or complete. The Contractor shall verify such data to the extent possible through normal construction procedures, including but not limited to contacting utility entities and by prospecting.

**1.2.7** Only work included in the Contract Documents is authorized, and the Contractor shall do no work other than that described therein.

**1.2.8** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor represents that it has performed its own investigation and examination of the Work site and its surroundings and satisfied itself before entering into this Contract as to:

- .1 conditions bearing upon transportation, disposal, handling, and storage of materials;
- .2 the availability of labor, materials, equipment, water, electrical power, utilities and roads;
- .3 uncertainties of weather, flooding and similar characteristics of the site;
- .4 conditions bearing upon security and protection of material, equipment, and Work in progress;
- .5 the form and nature of the Work site, including the surface and sub-surface conditions;
- .6 the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
- .7 the means of access to the site and the accommodations it may require and, in general, shall be deemed to have obtained all information as to risks, contingencies and other circumstances.

The City assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The City shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Sub-Contractor to comply with the requirements of this Paragraph.

### **1.3 Required Provisions Deemed Inserted**

**1.3.1** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

### **1.4 Provisions to the Bid**

**1.4.1 Sealed Bids Three Copies** with one original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on all attached documents including but not limited to: Supplemental Conditions, Specifications and Bid Form.

**1.4.2** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg 5 Suite 200, Miami Gardens, Florida

- The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court.

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

**1.6 Applicable Law and Venue:** The law of the State of Florida shall govern the Contract between the City of Miami Gardens and the successful Bidder, and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**1.7 Clarification and Addenda to Bid Specifications:** If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least ten (10) calendar days prior to scheduled Bid opening, unless otherwise stated in the Bid, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

- Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. Notification of such Addendum will be disseminated by [www.DemandStar.com](http://www.DemandStar.com). In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**1.8 Contract Award:**

A) Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Instructions to Bidders. Tie Bids will be decided as described herein.

B) The City shall award the Contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) All of the documents obtained with the bid including, but not limited to: the General Terms and Conditions, the Special Conditions, the Supplemental Conditions, the Technical Specification, Drawings and Plans and the Bidder's Bid are collectively an integral part of the Contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award the Contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Bid Documents. The Bidder shall be in default of any conditional award, if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The Bidder agrees and understands that the Contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**1.9 Tied Bids:** In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

## **ARTICLE 2 CITY REQUIREMENT**

### **2.1 Information and Services Required of the City**

procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the City in the Contract Documents.

### **ARTICLE 3 CONTRACTOR RESPONSIBILITIES**

#### **3.1 Contractor's Warranty**

**3.1.1** The Contractor warrants all equipment and materials furnished, and work performed, under this Contract, against defective materials and workmanship for a period of 1 year after acceptance as provided in this Contract, unless a longer period is specified, regardless of whether the same were furnished or performed by the Contractor or any Sub-Contractors of any tier. Upon written notice from the City of any breach of warranty during the applicable warranty period due to defective material or workmanship, the affected part or parts thereof shall be repaired or replaced by the Contractor, at no cost to the City. Should the Contractor fail or refuse to make the necessary repairs, replacements, and tests when requested by the City, the City may perform, or cause the necessary work and tests to be performed, at the Contractor's expense, or exercise the City's rights under Article 14 of these Conditions. The City may charge the Contractor for all direct, indirect and consequential costs of such removal, repairs and/or replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals).

**3.1.2** Should one or more defects mentioned above appear within the specified period, the City shall have the right to continue to use or operate the defective part or apparatus until the Contractor makes repairs or replacements or until such time as it can be taken out of service without loss or inconvenience to the City.

**3.1.3** Where defective work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such work will be extended for an additional period of one (1) year after such correction, removal or replacement has been satisfactorily completed.

**3.1.4** The above warranties are not intended as a limitation, but are in addition to all other express warranties set forth in this Contract and such other warranties as are implied by law, custom, and usage of trade. The Contractor, and its surety or sureties, if any, shall be liable for the satisfaction and full performance of the warranties set forth herein.

**3.1.5** Neither the final payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City, nor expiration of warranty stated herein, will constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any responsibility for non-conforming work. The Contractor shall immediately remedy any defects in the Work and pay for any damage to other Work resulting therefrom upon written notice from the City. Should the Contractor fail or refuse to remedy the non-conforming work, the City may perform, or cause to be performed the work necessary to bring the work into conformance with the Contract Documents at the Contractor's expense.

**3.1.6** The Contractor agrees to defend, indemnify, and save harmless The City of Miami Gardens, its officers, agents, employees and volunteers, from and against all loss or expense from any injury or damages to property of others suffered or incurred on account of any breach of the aforesaid obligations and covenants.

#### **3.2 Compliance with Laws, Permits, Impact Fees, Regulations and Inspections**

**3.2.1** The Contractor shall, without additional expense to the City, comply with all applicable laws, ordinances, rules, statutes, and regulations.

**3.2.2** All fees, permits, inspections, or licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor. The Contractor, of its own expense, is responsible to ensure that all inspections required by said permits or licenses on property, easements, or utilities are conducted as required. All connection charges, assessments or transportation fees as may be imposed by any utility company or others shall be at the Contractor's sole expense.

**3.2.3** The fees for City permits will not be waived; Contractor shall pay City fees and the Miami-Dade County surcharge of \$.60/\$1,000.

**3.2.4** Impact fees levied by the City(s) and/or Miami-Dade County shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as



.1 All shutting of valves, switches, etc., shall be by the City's personnel.

.2 The Contractor shall request an outage/tie-in meeting at least two weeks before the outage/tie-in is required.

.3 The City's Representative will schedule an outage/tie-in meeting at least one week prior to the outage/tie-in.

**3.4.8** The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing utilities, systems and equipment of City. Any existing plumbing, heating, ventilating, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the City's Representative, to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Contractor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

**3.4.9** The Contractor shall be responsible for repair of damage to property on or off the project occurring during construction of project, and all such repairs shall be made to meet code requirements or to the satisfaction of the City's Representative if code is not applicable.

**3.4.10** The Contractor shall be responsible for all shoring required to protect its work or adjacent property and shall pay for any damage caused by failure to shore or by improper shoring or by failure to give proper notice. Shoring shall be removed only after completion of permanent supports.

**3.4.11** The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**3.4.12** During the performance of the Work, the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences, and other devices appropriately located on site which shall give proper and understandable warning to all persons of danger of entry onto land, structure, or equipment.

**3.4.13** The Contractor shall pump, bail, or otherwise keep any general excavations free of water. The Contractor shall keep all areas free of water before, during and after concrete placement. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials installed, or to be installed by him.

**3.4.14** The Contractor shall be responsible for care of the Work and must protect same from damage of defacement until acceptance by the City. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction, without cost to the City.

**3.4.15** When requested by the City's Representative, the Contractor, at no extra charge, shall provide scaffolds or ladders in place as may be required by the A/E or the City for examination of Work in progress or completed.

**3.4.16** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Sub-Contractors of any tier and their agents and employees, and any entity or other persons performing portions of the Work.

**3.4.17** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the City's Representative or A/E in their respective administrations of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**3.4.18** The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

### **3.5 Contractor's Employees**

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

**3.8.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the A/E and City and shall report, at once, in writing to the A/E and City's Representative any errors, inconsistencies or omissions discovered. Contractor shall have fifteen (15) days following the date of Award of Contract to report to the A/E and the City, errors, inconsistencies or omissions therein. If the Contractor performs any construction activity which it knows or should have known involves a recognized error, inconsistency or omission in the Contract Documents without such written notice to the A/E and City's Representative, the Contractor shall assume full responsibility for such performance and shall bear the full amount of the attributable costs for correction.

**3.8.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported in writing (RFI) to the A/E and City's Representative within twenty-four (24) hours. During the progress of work, Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions. Contractor shall consult all Contract Documents to determine the exact location of all work and verify spatial relationships of all work. Any question concerning said location or spatial relationships shall be submitted to the City's Representative and A/E. Specific locations for equipment, pipelines, ductwork and other such items of work, where not dimensioned on plans, shall be determined in consultation with City's Representative and A/E. Contractor shall be responsible for the proper fitting of the Work in place.

**3.8.3** The Contractor shall provide, at the proper time, such material as required for support of the Work. If openings or chases are required, whether shown on Drawings or not, the Contractor shall see they are properly constructed. If required openings or chases are omitted, the Contractor shall cut them at the Contractor's own expense, but only as directed by the A/E, through the City Representative.

**3.8.4** Should the Contract Documents fail to particularly describe materials or goods to be used, it shall be the duty of the Contractor to inquire of the A/E and the City's Representative what is to be used and to supply it at the Contractor's expense, or else thereafter replace it to the City's Representative's satisfaction. At a minimum, the Contractor shall provide the quality of materials as generally specified throughout the Contract Documents.

**3.8.5** Contractor shall not be entitled to an adjustment in the Contract time or an adjustment in the Contract Sum if a change or Work is required due to an error, inconsistency, omission or violation that the Contractor failed to timely report.

**3.8.6** Contractor shall be responsible for inspection of portions of Work already performed under Contract to determine that such portions are in proper condition to receive subsequent Work.

### **3.9 Cleaning and Removal**

**3.9.1** The Contractor shall keep the Work site and surrounding areas free from accumulation of waste materials, rubbish, debris, and dirt resulting from the Work and shall clean the Work site and surrounding areas as requested by the A/E and the City's Representative, including mowing of grass greater than 6 inches high. The Contractor shall be responsible for the cost of clean up and removal of debris from premises. The building and premises shall be kept clean, safe, in a workmanlike manner, and in compliance with OSHA standards at all times. At completion of the Work, the Contractor shall remove from and about the Work site tools, construction equipment, machinery, fencing, and surplus materials. Further, at the completion of the work, all dirt, stains, and smudges shall be removed from every part of the building, all glass in doors and windows shall be washed, and entire Work shall be left broom clean in a finished state ready for occupancy. The Contractor shall advise his Sub-Contractors of any tier of this provision, and the Contractor shall be fully responsible for leaving the premises in a finished state ready for use to the satisfaction of the City's Representative. If the Contractor fails to comply with the provisions of this paragraph, the City may do so and the cost thereof shall be charged to the Contractor.

**3.9.2** Contractor shall dispose of all excess materials at an appropriate legal site. City may request copies of disposal receipts and, if requested, Contractor will furnish the same within five (5) days.

**3.9.3** Contractor will have not more than 72-hour notice to clear work site of rubbish, debris and other work site materials and to restore or replace distributed, displaced or damaged property, if Contractor fails to comply, the City may employ labor or equipment as it deems necessary to clear the site at Contractor's expense. If a dispute arises among the Contractor, the City's Contractors as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials

### **3.12 Patents and Royalties**

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

**3.12.2** If the Contractor uses any design, device, or material covered by letters patent or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device, or material. Without exception, the Contract Sum includes, and the Contractor shall pay, all royalties, license fees or costs arising from the use of such design, device, or material in any way involved in the Work. The Contractor and/or sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or material or any trademark or copyright in connection with Work agreed to be performed under this Contract and shall indemnify the City for any cost, expense, or damage it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

### **3.13 Materials, Labor, and Workmanship**

**3.13.1** Materials and equipment incorporated into the Work shall strictly conform to the Contract Documents and representations and approved Samples provided by Contractor and shall be of the most suitable grade of their respective kinds for their respective uses, and shall be fit and sufficient for the purpose intended, merchantable, of good new material and workmanship, and free from defect. Workmanship shall be in accordance with the highest standard in the industry and free from defect in strict accordance with the Contract Documents.

**3.13.2** Materials and fixtures shall be new and of latest design unless otherwise specified, and shall provide the most efficient operating and maintenance costs to the City. All Work shall be performed by competent workers and shall be of best quality.

**3.13.3** The Contractor shall carefully examine the Contract Documents and shall be responsible for the proper fitting of his material, equipment, and apparatus into the building.

**3.13.4** Materials and workmanship shall be subject to inspection, examination, and test by the A/E and the City's Representative via a City authorized testing lab at any and all times during manufacture, installation, and construction of any of them, at places where such manufacture, installation, or construction is performed.

**3.13.5** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**3.13.6** Unless otherwise specifically noted, the Contractor shall provide and pay for supervision, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

#### **3.13.7 Substitutions**

**3.13.7.1** Contractor may make a proposal to the A/E and the City's Representative to use substitute products or methods as set forth herein, but the A/E's and the City's Representative's decision concerning acceptance of a substitute shall be final. The Contractor must do so in writing within forty-five (45) days after the commencement of the Work and setting forth the following:

.1 Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution.

.2 Reasons the substitution is advantageous and necessary, including the benefits to the City and the Work in the event the substitution is acceptable.

.3 The adjustment, if any, in the Contract Sum, in the event the substitution is acceptable.

incorporation or installation of any "or equal" item supplied by the Contractor shall be properly made and approved by the A/E at the expense of the Contractor. No 'or equal' items will be permitted for components of or extensions to existing systems when, in the opinion of the A/E, the named manufacturer must be provided in order to ensure compatibility with the existing systems, including, but not limited to, mechanical systems, electrical systems, fire alarms, smoke detectors, etc. No action will be taken by the A/E with respect to proposed "or equal" items prior to receipt of bids, unless otherwise noted.

### **3.15 Shop Drawings, Product Data and Samples**

**3.15.1** Shop Drawings, Product Data, Samples and similar submittals (collectively referred to as "Submittals") are not Contract Documents. The purpose of their submittals is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

**3.15.2** Within forty-five (45) calendar days after the award date, Contractor shall submit to A/E a complete list of preliminary data and submittal schedule on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by A/E shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings

**3.15.3** Contractor shall submit to A/E for review and approval six (6) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable A/E to review the information as required. Any resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

**3.15.4** No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is the Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to A/E along with its comments as to compliance, noncompliance, or features requiring special attention.

**3.15.5** The Contractor, at its own expense, shall submit Samples required by the Contract Documents with reasonable promptness as to cause no delay in the Work or the activities of separate Contractors and no later than twenty (20) days before materials are required to be ordered for scheduled delivery to the Work site. Samples shall be labeled to designate material or products represented, grade, place of origin, name of producer, name of Contractor and the name and number of the City's project. Quantities of Samples shall be twice the number required for testing so that A/E can return one set of the Samples. Materials delivered before receipt of A/E's approval may be rejected by A/E and in such event, Contractor shall immediately remove all such materials from the Work site. When requested by A/E or City's Representative, samples of finished masonry and field applied paints and finishes shall be located as directed and shall include sample panels built at the site of approximately twenty (20) square feet each.

**3.15.6** Contractor shall submit three (3) copies of all material color charts, color chips or color samples within sixty (60) days after start of construction to allow for selection, color coordination and final acceptance by the City. Color charts, chips or color samples shall be manufacturer's full color range and of standard sizes unless specified otherwise.

**3.15.7** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the A/E. Such Work shall be in accordance with approved submittals.

**3.15.8** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents such Submittals strictly comply with the requirements of the Contract Documents and that the Contractor has determined and verified field measurements and field construction criteria related thereto, that materials are fit for their intended use and that the fabrication, shipping, handling, storage, assembly and installation of all materials, systems and equipment are in accordance with best practices in the industry, manufacturer's printed and approved instructions, and are in strict compliance with any applicable requirements of the Contract Documents. Contractor shall also coordinate each Submittal with other Submittals.

representative.

(b) Belt sizes, types, and lengths.

(c) Wiring diagrams.

.5 **Manufacturer's Certificate of Warranty:** Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern. Warranties shall be submitted as listed in Section 10.9.3

.6 **Parts catalogs:** For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

.7 Contractor shall provide a minimum of two (2) training classes for City staff on the operation and maintenance of all equipment. Classes shall be performed at the convenience of the City.

### **3.17.2 Submission**

.1 Manuals shall be bound into volumes of standard 8 1/2" x 11" hard binders. Large drawings too bulky to be folded into 8 1/2" x 11" shall be separately bound or folded and in brown envelopes, cross-referenced and indexed with the manuals.

.2 The manuals shall identify the City's project name, project number, and include the name and address of the Contractor and major Sub-Contractors of any tier who were involved with the activity described in that particular manual.

### **3.18 Taxes**

3.18.1 CONTRACTOR shall pay all applicable sales, consumer, use and other taxes required by law. CONTRACTOR is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

### **3.19 Contractor's Construction Schedules**

3.19.1 The Contractor, within fifteen (15) days after the issuance of the Notice of Award, shall prepare and submit for the City's and A/E's information Contractor's construction schedule for the Work and shall set forth interim dates for completion of various components of the Work and Work Milestone Dates as defined herein. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work. The Contractor shall conform to the most recent schedule.

3.19.2 The construction schedule shall be in a detailed format satisfactory to the City's Representative and the A/E. If the City's Representative or A/E has a reasonable objection to the schedule submitted by Contractor, the construction schedule shall be promptly revised by the Contractor. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the City of any delays or potential delays. The Contractor shall submit two (2) week "Look Ahead" schedules to the City's Representative and A/E at every construction meeting. The Contractor shall revise his schedule to reflect revisions and/or recovery actions and submit it to the City for review and approval. Additional costs resulting therefrom will be borne by the Contractor.

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

.4 In the event of inclement weather, or whenever the A/E shall direct; Contractor will cause Sub-Contractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the A/E, any portion of Work or materials shall have been damaged or injured, such Work and materials shall be removed and replaced at the expense of the Contractor.

## **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

### **4.1 Rights of the City**

**4.1.1** The City's Representative will administer the Construction Contract. The A/E will assist the City's Representative with the administration of the Contract as indicated in these Contract Documents.

**4.1.2** If, in the judgment of the City's Representative, it becomes necessary to accelerate the work, the Contractor, when directed by the City's Representative in writing, shall cease work at any point and transfer its workers to such point or points and execute such portions of the work as may be required to enable others to hasten and properly engage and carry out the work, all as directed by the City's Representative. The additional cost of accelerating the work, if any, will be borne by the City, unless the Contractor's work progress is behind schedule as shown on the most recent progress schedule.

**4.1.3** The City's Representative, by written notice, may, require a Contractor to remove from involvement with the Work, any of Contractor's personnel or the personnel of its Sub-Contractors of any tier whom the City's Representative may deem abusive, incompetent, careless, or a hindrance to proper and timely execution of the Work. The Contractor shall comply with such notice promptly, but without detriment to the Work or its progress.

**4.1.4** The City's Representative will schedule Work status meetings that shall be attended by representatives of the Contractor and appropriate Sub-Contractors of any tier. Material suppliers shall attend status meetings if required by the City's Representative. These meetings shall include but not be limited to preconstruction meetings.

### **4.2 Architect or Engineer (A/E)**

**4.2.1** A/E will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for safety measures and programs in connection with the Work since these are solely the Contractor's responsibilities.

**4.2.2** A/E will have the authority to recommend to the City the rejection of Work which does not conform to the Construction Documents. A/E will recommend to the City, if in their professional judgment, defects and deficiencies in the construction warrant that Work be stopped.

**4.2.3** A/E will review and approve or take other appropriate action upon Contractor's submittals, such as Shop Drawings, Product Data and Samples, for information given and the design concepts expressed in the Construction Documents. If the A/E is required to review a submittal more than two (2) times due to incomplete or incorrect submittals by Contractor, an appropriate Change Order may be issued by the A/E deducting a sum reasonably sufficient to compensate A/E from payments due or become due to Contractor as compensation for A/E's additional expenses and services made necessary by the Contractor's incomplete or incorrect submittals.

**4.2.4** The A/E will interpret requirements of the Contract Documents with respect to the quality, aesthetics, quantity and other technical requirements of the Work itself within a reasonable time after written request of the Contractor. Contractor shall provide City's Representative a copy of such written request.

### **4.3 Review of the Work**

**4.3.1** The A/E and the City's Representative shall, at all times, have access to the Work; and the Contractor shall provide proper and safe facilities for such access.

**4.3.2** The City's Representative shall have authority to reject Work that does not strictly comply with the requirements of the Contract Documents. Whenever the City's Representative considers

**5.2.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor of any tier, to the extent of the Work to be performed by the Sub-Contractor of any tier, to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the City and the A/E. Each Sub-Contract agreement of any tier shall preserve and protect the rights of the City and the A/E under the Contract Documents with respect to the Work to be performed by the Sub-Contractor of any tier so that Sub-Contracting thereof will not prejudice such rights and shall allow to the Sub-Contractor of any tier, unless specifically provided otherwise in the Sub-Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the City. Where appropriate, the Contractor shall require each Sub-Contractor to enter into similar agreements with its sub-Sub-Contractors. The Contractor shall make available to each proposed Sub-Contractor of any tier, prior to the execution of the Sub-Contract agreement, copies of the Contract Documents to which the Sub-Contractor of any tier shall be bound. Sub-Contractors of any tier shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Contractors of any tier.

**5.2.2** All agreements between the Contractor and a Sub-Contractor or supplier of any tier shall contain provisions whereby Sub-Contractor or supplier waives all rights against the City, Contractor, City's Representative, A/E and all other additional insureds for all losses and damages caused by, arising out of, or resulting from any of the perils covered by property or builders risk insurance coverage required of the Contractor in the Contract Documents. If insureds on any such policies require separate waiver forms to be signed by any Sub-Contractors of any tier or suppliers, Contractor shall obtain the same.

### **5.3 Contingent Assignment of Sub Contract**

**5.3.1** No assignment by the Contractor of any amount or any part of the Contract or of the funds to be received thereunder will be recognized, unless such assignment has had the written approval of the City, and the surety has been given due notice of such assignment and has furnished written consent hereto. In addition to the usual recitals in assignment Contracts, the following language must be set forth: "it is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of the Contract and to claims and to liens for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

## **ARTICLE 6 SEPARATE CONTRACTS AND COOPERATION**

**6.1** The City reserves the right to let other Contracts in connection with the Work.

**6.2** It shall be the duty of each Contractor to whom Work may be awarded, as well as all Sub-Contractors of any tier employed by them, to communicate immediately with each other in order to schedule Work, locate storage facilities, etc., in a manner that will permit all Contractors to work in harmony in order that Work may be completed in the manner and within the time specified in the Contract Documents.

**6.3** No Contractor shall delay another Contractor by neglecting to perform his work at the proper time. Each Contractor shall be required to coordinate his work with other Contractors to afford others reasonable opportunity for execution of their work. Any costs caused by defective or ill-timed work, including actual damages and liquidated damages for delay, if applicable, shall be borne by the Contractor responsible therefor.

**6.4** Each Contractor shall be responsible for damage to City's or other Contractor's property done by him or persons in his employ, through his or their fault or negligence. If any Contractor shall cause damage to any other Contractor, the Contractor causing such damage shall upon notice of any claim, settle with such Contractor.

**6.5** The Contractor shall not claim from the City money damages or extra compensation under this Contract when delayed in initiating or completing his performance hereunder, when the delay is caused by labor disputes, acts of God, or the failure of any other Contractor to complete his

company benefits for full time employees assigned to the Work, and payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Company benefits shall include but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay. The percentages for overhead and profit charged on Change Orders shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved but in no case shall exceed the following:

**Overhead and Profit**

- Not more than a combined 15% total overhead & profit- To the Contractor or the Sub-Contractor for Work performed with their respective forces or materials purchased
- No overhead or profit will be paid for special consultants including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order. Fees will be paid as a direct pass through.

**.2 The Cost of Work shall NOT include any of the following:**

- Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and Contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications all of which are to be considered administrative costs covered by Contractor's fee.
- Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work
- Costs due to the negligence of Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- Other overhead or general expense costs of any kind and the cost of any item not expressly included above.

**.3 On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in direct cost for the Contractor or Sub-Contractor of any tier performing the Work.**

**.4 The percentages for overhead and profit credit to the City on Change Orders that are strictly decreases in the quantity of work or materials shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved, but shall not be less than the following:**

**Overhead and Profit**

- Not less than 15%- Credit to the City from the Contractor or Sub-Contractor for Work performed with their respective forces or materials purchased.

**8.5 The Contractor shall provide Change Order pricing and backup in a timely manner. No claim for an addition to the Contract sum will be valid unless authorized in writing by the City. In the event that none of the foregoing methods are agreed upon, the City may direct the Work to be performed by force account or accounts. The cost of such Work will be determined by the Contractor's actual labor and material cost to perform the Work plus applicable overhead and profit as outlined above**



**9.4.3 Non-Excusable Delay** – Delays to the critical path which were foreseeable at the time of contract award or unforeseeable delays caused by the Contractor due to the Contractor's fault or negligence or its own inefficiencies or problems, due to its inability to coordinate Sub-Contractors and/or other flaws in its planning. In these types of delays the Contractor is not entitled to extra time and the City may be allowed to assess liquidated damages or actual damages, depending on the Contract Documents.

**9.5 Progress and Completion**

**9.5.1** Contractor acknowledges and agrees that time is of the essence of this Contract

**9.5.2** Contract Time is the period of time set forth in the Contract for Construction required for Substantial Completion and Final Completion of the entire Work or portions of the Work as defined in the Contract Documents. Time limits stated in the Contract Documents are of the essence of the Contract. The Contract Time may only be changed by a Change Order. By executing the Contract, the Contractor confirms that the Contract Time is a sufficient period for performing the Work in its entirety.

**9.5.3** The Contractor shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance and bonds required by Article 12 to be furnished by the Contractor.

**9.5.4** The Contractor shall proceed expeditiously and diligently with adequate forces and shall achieve Substantial Completion and Final Completion within the time specified in the Contract Documents.

**9.6 Delay in Completion**

**9.6.1** The Contractor shall be liable for all of the City's damages for delay in achieving Substantial Completion and/or Final Completion of the entire Work or portions of Work as set forth in the Contract Documents within the Contract Time unless liquidated damages are specifically provided for in the Contract Documents. If liquidated damages are specifically provided for in the Contract for Construction, Contractor shall be liable for such liquidated damages as forth in Section 9.7.

**9.7 Liquidated Damages**

**9.7.1** If Liquidated Damages are prescribed in the Invitation to Bidders, Bid Form and in the Contract Documents, the City may deduct from the Contract Sum and retain as Liquidated Damages, and not as penalty or forfeiture, the sum stipulated in the Contract Documents for each calendar day after the date specified for completion of the Work that the entire Work is not substantially complete and/or finally complete.

**9.7.2** The City's Representative shall establish the date of Substantial completion and the date of Final Completion of the Work which shall be conclusive and binding on the City and Contractor for the purpose of determining whether or not Liquidated Damages shall be assessed under terms hereof and the sum total amount due.

**9.7.3** Liquidated Damages or any matter related thereto shall not relieve the Contractor or his surety of any responsibility or obligation under this Contract.

**ARTICLE 10**

**PAYMENTS AND COMPLETION**

**10.1 Commencement, Prosecution, and Completion**

**10.1.1** The Contractor shall commence Work within ten (10) days upon the date of a "Notice to Proceed" from the City or the date fixed in the Notice to Proceed. Contractor shall prosecute the Work with faithfulness and diligence, and the Contractor shall complete the Work within the Contract Time set forth in the Contract Documents.

**10.1.2** The City will prepare and forward three (3) copies of the Contract and Performance and Payment Bonds to the Contractor to whom the Contract for the Work is awarded and such Contractor shall return two (2) properly executed prescribed copies of the Contract and Bonds to the City.

**10.1.3** The construction period, when specified in consecutive calendar days, shall begin when the Contractor receives notice requesting the instruments listed in below. Before the City will issue Notice to Proceed to permit the Contractor to begin Work, the City shall have received the

.3 Rate of progress proposed by the Contractor in terms of cumulative percent complete, shown as an "S" curve superimposed on the bar chart schedule.

.4 Anticipated monthly payments by the City based on the rate of progress proposed by the Contractor.

.5 The dates shown for Tasks on the Contractor's progress and payment schedule shall agree with the start and finish dates provided on the Contractor's Schedule of Values.

#### **10.4 Applications for Payment**

**10.4.1** The Contractor shall submit monthly to the City's Representative and the A/E an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the City's Representative or A/E may require, such as copies of requisitions from Sub-Contractors and material suppliers, and reflecting retainage as provided for herein.

**10.4.2** Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Sub-Contractor or material supplier

**10.4.3** Progress payments shall be made on account of materials and equipment delivered to the site and incorporated in the Work. No payments will be made for materials and equipment stored at the Project site but not yet incorporated into the Work except as provided in Paragraph 10.4.4.

**10.4.4** If approved in advance and in writing by City, progress payments may be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. City may in its sole discretion refuse to grant approval for payments for materials and equipment stored at the Project site but not yet incorporated in the Work. Any approval by City for payment for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work shall be conditioned upon Contractor's demonstrating that such materials and equipment are adequately protected from weather, damage, vandalism and theft and that such materials and equipment have been inventoried and stored in accordance with procedures established by or approved by the City. Nothing in this clause shall imply or create any liability on the part of the City for the Contractor's inventory and storage procedures or for any loss or damage to material, equipment or supplies stored on the site, whether incorporated into the work or not. In the event any such loss or damage occurs, the Contractor remains solely responsible for all costs associated with replacement of the affected materials, supplies and equipment including labor and incidental costs, and shall have no claim against the City for such loss.

**10.4.5** The Application for Payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; the quality of the Work covered by the Application for Payment is in accordance with the Contract Documents; and the Contractor is entitled to payment in the amount requested.

**10.4.6** The Contractor will be reimbursed for ninety percent (90%) of the value of all labor furnished and material installed and computed in the same manner, less all previous payments made.

#### **10.5 Approval for Payment**

**10.5.1** The City's Representative or A/E will, within fifteen (15) days after receipt of the Contractor's Application for Payment, either approve Contractor's Application for Payment for such amount as the City's Representative determines is properly due, or notify the Contractor of the City's Representative's reasons for withholding certification in whole or in part as provided in Section 10.6.

#### **10.6 Decisions to Withhold Approval**

**10.6.1** The City's Representative may decide not to certify payment and may withhold approval in whole or in part, based on the A/E's reasonable rejection of the pay request to the extent reasonably necessary to protect the City. If the City's Representative is unable to approve payment in the amount of the Application, the City's Representative will notify the Contractor as provided in Paragraph 10.5.1. If the Contractor and City's Representative cannot agree on a revised amount, the City's Representative will promptly issue approval for payment for the amount for which the City's Representative is able to determine is due Contractor. The City's Representative may also decide not to approve payment or, because of subsequently discovered

## **10.8 Failure of Payment**

**10.8.1** If the City is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment by Contractor shall be made promptly upon demand by the City. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the City, or the City incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the City shall have an absolute right to offset such amount against the Contract Sum and may, in the City's sole discretion, elect either to: (1) deduct an amount equal to that to which the City is entitled from any payment then or thereafter due the Contractor from the City, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that to which the City is entitled.

## **10.9 Substantial Completion**

**10.9.1** Substantial Completion is the stage in the progress of the Work as defined in Paragraph 1.1.21 as certified by the City.

**10.9.2** When the Contractor considers the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall notify the City and the A/E. The City's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the City's Representative's inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item upon notification by the City's Representative. The Contractor shall then submit a request for another inspection by the City's Representative to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the City will issue a Certificate of Substantial Completion. Substantial Completion shall transfer from the Contractor to the City responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance. In no event shall Contractor have more than thirty (30) days to complete all items on the Punch List and achieve Final Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion or as agreed otherwise. In the event the Contractor refuses or fails to complete any item on the Punch List by the specified time, the City has, as its option, the right to, after ten (10) days notice to the Contractor, have the work performed by others and back-charge the Contractor or delete the unfinished work from the Contract and deduct the total cost of performing the Work from the Contract.

**10.9.3** All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the City's Representative before the certified date for Substantial Completion.

## **10.10 Partial Occupancy or Use**

**10.10.1** The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, security, maintenance, heat, utilities, damage to the Work and insurance. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by the City's Representative.

**10.10.2** Immediately before such partial occupancy or use, the City, and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. **10.11 Final Completion and Final Payment**

**10.11.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City's Representative and the A/E will promptly make such inspection and, when the City's Representative and A/E find the Work acceptable under the Contract Documents and the Contract fully performed, the City's Representative will promptly issue a final approval for payment; otherwise, City's Representative will return Contractor's Final Application for Payment to Contractor, indicating in writing the

promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.

**11.1.2** In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the City's Representative and the A/E in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the City's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the City's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including, but not limited to, OSHA regulations, as well as all Federal, State and local environmental agencies.

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

## **11.2 Safety of Persons and Property**

**11.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Sub-Contractors of any tier; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

**11.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

**11.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City and users of adjacent sites and utilities.

**11.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

**11.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in

**12.2.4** There shall be no endorsement or modification of the CGL policy limiting the scope of coverage for liability arising from blasting, explosion, collapse, or underground property damage.

**12.2.5** "The City of Miami Gardens" shall be endorsed as an "additional insured" under the CGL policy.

**12.2.6** Contractor waives all rights against City and its agents, officers, representatives and employees for recovery of damages to the extent those damages are covered by the CGL policy required hereunder.

### **12.3 Licensed for Use Vehicle Liability**

**12.3.1** Contractor shall secure and maintain from the date of the Contract for Construction until the date of Final Completion of the entire Work, insurance, to be on comprehensive form, which shall protect Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of the Work of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall include Contractual liability coverage and shall provide coverage on the basis of the date of any accident. The liability limits under such policy shall not be less than \$2,000,000 combined single limit for bodily injury and property damage per accident.

**12.3.2** Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent such damages are covered by the automobile liability insurance required hereunder.

### **12.4 Workers' Compensation Insurance**

**12.4.1** Contractor shall purchase and maintain workers' compensation insurance and employers' liability insurance which shall protect Contractor from claims for injury, sickness, disease or death of Contractor's employees or statutory employees. The insurance policies required hereunder shall include an "all states" or "other states" endorsement. In case any Work is sublet, Contractor shall require any Sub-Contractor of any tier to provide the insurance coverages required under this Section 12.4.

**12.4.2** Contractor's workers' compensation insurance coverage shall be in compliance with all applicable laws, including the statutes of the State of Florida. Contractor's employers' liability coverage limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **12.5 Liability Insurance General Requirements**

**12.5.1** All insurance coverages procured by Contractor shall be provided by agencies and insurance companies acceptable to and approved by City.

**12.5.2** All insurance coverage procured by the Contractor shall be provided by insurance companies having policyholder ratings no lower than "A-" and financial ratings not lower than "XI" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

**12.5.3** Contractor shall cause its insurance carriers to waive all rights of subrogation against the City and its officers, employees and agents.

**12.5.4** Contractor shall not permit any Sub-Contractor to begin work until after similar minimum insurance to cover Sub-Contractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Contract, then in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the services required by this Contract unless all required insurance remains in full force and effect.

**12.5.5** With respect to all insurance coverages required to remain in force and affect after final payment, Contractor shall provide City additional certificates, policies and binders evidencing continuation of such insurance coverages along with Contractor's application for final payment and shall provide certificates, policies and binders thereafter as requested by City.

shall not be more than Five Thousand Dollars (\$5,000.00) each claim. Deductible shall not be more than 5% of building value for wind damage.

**12.6.6** The insurance as required herein shall be maintained in effect until the earliest of the following dates:

.1 the date which all persons and organization who are insured under the policy agree in writing that it

shall be terminated;

.2 the date on which final payment of this Contract has been made by City to Contractor; or

.3 the date on which the insurable interests in the property of all insured other than the City have ceased.

**12.6.7** The City and Contractor waive all rights against (1) each other and any of their Sub-Contractors of any tier, suppliers, agents and employees, each of the other, (2) the A/E and A/E's consultants, and (3) separate Contractors described in Article 6, if any, and any of their subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 12.8 or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The City or Contractor, as appropriate, shall require of the A/E, A/E's consultants, separate contractors described in Article 6, if any, and the Sub-Contractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

**12.6.8** A loss insured under Contractor's property insurance shall be adjusted by the City in good faith and made payable to the City for the insured, subject to requirements of the Contract Documents. The Contractor shall pay Sub-Contractors of any tier their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Sub-Contractors of any tier to make payments to their sub-Sub-Contractors in similar manner.

## **12.7 Products and Completed Operations Liability Insurance**

**12.7.1** Contractor shall maintain the Products and completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish City with evidence of the continued insurance coverage at the time of final payment.

**12.8 Bonds:** Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Invitation to Bidders. After acceptance of Bid, the City will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified herein.

**12.8.1** The Contractor shall procure, furnish and record in the public records in Miami-Dade County a Performance Bond and a Payment Bond in the form prepared by the City, and as provided by state law, each in an amount equal to one hundred percent (100%) of the Contract Sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Contract, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

**12.7.2** Each bond shall be written by a corporate 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 bonds required hereunder shall be executed by a responsible surety licensed in the State of Florida, and have at least the following minimum qualification in accordance with

the A/E's services and expenses made necessary thereby. If prior to the date of final payment, the Contractor, a Sub-Contractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the City.

**13.2.2** If, within twelve (12) months after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found not to be in strict accordance with the requirements of the Contract Documents, the Contractor shall correct or remove and replace such defective Work, at the City's discretion. Such twelve (12) month period is referred to as the "Guarantee Period." The obligations under this Section 13.2.2 shall cover any repairs, removal and replacement to any part of the Work or other property caused by the defective Work.

**13.2.3** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

**13.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct or remove it and replace such nonconforming Work. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the City, the City may take action to correct or remove the nonconforming work at the Contractor's expense.

**13.2.5** The Contractor shall bear the cost of correcting destroyed or damaged Work or property, whether completed or partially completed, of the City or of others caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**13.2.6** Nothing contained in Article 13 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the twelve (12) month Guarantee Period as described in Article 13 relates only to the specific obligation of the Contractor to correct, remove or replace the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents. The requirements of Article 13 are in addition to and not in limitation of any of the other requirements of the Contract for warranties or conformance of the Work to the requirements of the Contract Documents.

### **13.3 Acceptance of Nonconforming Work**

**13.3.1** The City may accept Work which is not in accordance with the Contract Documents, instead of requiring its removal and correction, in its sole discretion. In such case the Contract Sum will be adjusted as appropriate and equitable. Such adjustment shall be made whether or not final payment has been made. Nothing contained herein shall impose any obligation upon the City to accept nonconforming or defective Work.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

### **14.1 Written Notice**

**14.1.1** All notices required to be given by the Contractor under the terms of this Contract shall be made in writing. Written notice when served by the City will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an office of the corporation for which it was intended, or if delivered at or sent to the last business address known to the party giving notice.

### **14.2 Rights and Remedies**

#### **14.4 Records**

**14.4.1** The City, or any parties it deems necessary, shall have access to and the right to examine any accounting or other records of the Contractor involving transactions and Work related to this Contract for five (5) years after final payment or five (5) years after the final resolution of any on going disputes at the time of final payment. All records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Sub-Contractors of any tier shall be required by Contractor to maintain records and to permit audits as required of Contractor herein.

#### **14.5 Codes and Standards**

**14.5.1** The Work shall be performed to comply with the Florida Building Codes, and all pertinent standards, rules and/or regulations. The latest editions and supplements of Federal, State, local Codes and Standards in effect on the date of the execution of the Contract shall be applicable unless otherwise designated in the Contract Documents.

#### **14.6 General Provisions**

**14.6.1** Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Sub-Contractor is added for emphasis and is also hereby deemed to include a Sub-Contractor of any tier. The omission of a reference to a Sub-Contractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Sub-Contractor of any tier under the Contract Documents or the applicable subcontract.

**14.6.2** This Contract shall be interpreted, construed, enforced and regulated under and by the laws of the State of Florida. Whenever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable. Contractor and City further agree that in the event any provision of this Contract, or a portion thereof, is prohibited by law or found invalid under any law, this Contract shall be reformed to replace such prohibited or invalid provision or portion thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the prohibited or invalid provision.

**14.6.3** Contractor and City each agree that the State of Florida Circuit Court, Miami-Dade County shall have exclusive jurisdiction to resolve all Claims and any issue and disputes between Contractor and City. Contractor agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against City in any other court other than the State of Florida Circuit Court , Miami-Dade County.

**14.6.4** City's total liability to Contractor and anyone claiming by, through, or under Contractor for any Claim, cost, loss, expense or damage caused in part by the fault of City and in part by the fault of Contractor or any other entity or individual shall not exceed the percentage share that City's fault bears to the total fault of City, Contractor and all other entities and individuals as determined on the basis of comparative fault principles.

**14.6.5** Contractor agrees that City shall not be liable to Contractor for any special, indirect, incidental, or consequential damage whatsoever, whether caused by City's negligence, fault, errors or omissions, strict liability, breach of Contract, breach of warranty or other cause or causes whatsoever. Such special, indirect, incidental or consequential damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of anticipated profits, labor inefficiencies, idle equipment, home office overhead, and similar types of damages.

**14.6.6** Nothing contained in this Contract or the Contract Documents shall create any Contractual relationship with or cause of action in favor of a third party against the City.

#### **14.7 Anti-Discrimination**



**15.1.3.1** When any of the above reasons exist, the City may, without prejudice to any other rights or remedies of the City, terminate this Contract by delivering a written notice of termination to Contractor and Contractor's surety, and may:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.3; and
- .3 finish the Work by whatever reasonable method the City may deem expedient, including turning the Work over to the surety.

**15.1.4** The Contractor, in the event of a termination under Section 15.1, shall not be entitled to receive any further payments under the Contract until the Work is completed in its entirety. Then, if the unpaid balance under the Contract shall exceed all expenses of the City in finishing the Work, including additional compensation for the A/Es services and expenses made necessary thereby, such excess will be paid to the Contractor; but, if such expenses of City to finish the Work shall exceed the unpaid balance, the Contractor and its surety shall be liable for, and shall pay the difference and any damages to the City. The obligation of the Contractor and its surety for payment of said amounts shall survive termination of the Contract.

**15.1.5** In exercising the City's right to secure completion of the Work under any of the provisions hereof, the City shall have the right to exercise the City's sole discretion as to the manner, methods, and reasonableness of costs of completing the Work.

**15.1.6** The rights of the City to terminate pursuant to Article 15.1 will be cumulative and not exclusive and shall be in addition to any other remedy provided by law or the Contract Documents.

**15.1.7** Should the Contractor fail to achieve Final Completion of the Work within thirty (30) calendar days following the date of Substantial Completion, the City may exercise its rights under Article 15.1.

## **15.2 Suspension by the City for Convenience**

**15.2.1** The City may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine.

**15.2.2** An adjustment will be made to the Contract Sum for increases in the cost of performance of the Contract caused by suspension, delay or interruption. However, in the event of a suspension under this Article 15.2, Contractor hereby waives and forfeits any claims for payment of any special, indirect, incidental or consequential damages such as lost profits, loss of savings or revenue, loss of anticipated profits, idle labor or equipment, home office overhead, and similar type damages. No adjustment will be made to the extent:

.1 that performance is, was, or would have been so suspended, delayed or interrupted by another cause

for which the Contractor in whole or in part is responsible, or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

## **15.3 City's Right to Cancellation**

**15.3.1** The City of Miami Gardens reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following apply:

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

.2 the City has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience, or

.3 funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.