

**RESOLUTION NO. 04-49**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH APAC GROUP, INC. FOR CONCRETE REPAIRS ON EXISTING SELECTED PUBLIC SIDEWALKS AND CURBING WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay requires a contractor to repair existing sidewalks and curbing throughout the village on an as needed basis; and,

WHEREAS, the City of Homestead has contracted with APAC Inc., pursuant to its response to a request for proposals; and,

WHEREAS, pursuant to the village's purchasing procedures, the village may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures; and,

WHEREAS, the village would like to "piggyback" the contract between APAC Group, Inc. and the City of Homestead, Florida; and,

WHEREAS, APAC Group, Inc. has agreed to provide the necessary services and resources to the village utilizing the same pricing, terms and conditions as set forth in agreement with the City of Homestead dated the 20th day of October, 2003.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

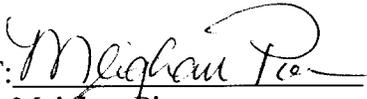
Section 1: City of Homestead selected APAC Construction, Inc. to complete miscellaneous concrete repair services. A copy of the vendor award sheet for Bid #200306 – 9/4/03 – FY, vendor invitation to bid documents under Bid #200306 – 9/4/03 – FY, including performance bond requirements, insurance requirements, and all general and special conditions, and are attached as composite App. 1 for an amount not to exceed \$25,000.

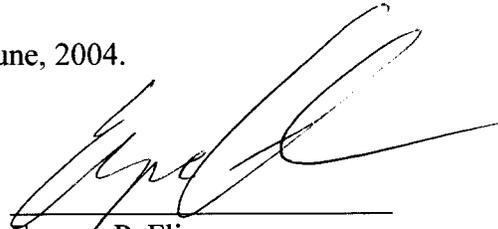
Section 2. The Village Manager is authorized to "piggy back" on the Homestead bid award to APAC Construction, Inc., and is authorized to execute a purchase order in an amount not to exceed \$25,000 for sidewalk and curbing repairs to the approved vendor under the terms and conditions as proposed in the city's invitation to bid, which vendor shall be required to comply with all performance bond requirements, insurance requirements, and other general and special conditions as identified in the invitation to bid documents.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 14th day of June, 2004.

ATTEST:

  
Meighan Pier  
City Clerk

  
Eugene P. Flinn  
Mayor

READ AND APPROVED AS TO FORM:

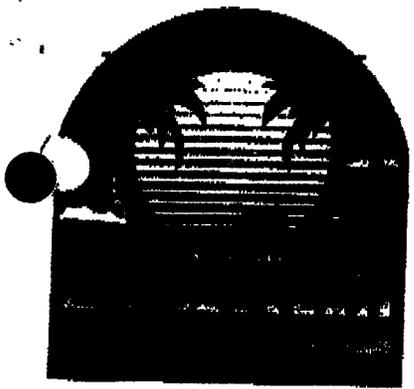
  
Earl G. Gallop  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>Yes</u>
Council Member Paul Neidhart	<u>Yes</u>
Council Member John Breder	<u>Yes</u>
Vice-Mayor Linda Robinson	<u>Yes</u>
Mayor Eugene P. Flinn	<u>Yes</u>

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# COMPOSITE APPENDIX 1



**CITY OF HOMESTEAD, FLORIDA**

790 N. HOMESTEAD BOULEVARD • HOMESTEAD, FLORIDA 33030  
TELEPHONE: (305) 224-4400 • FAX: (305) 224-4439 • E-Mail: <http://ci.homestead.fl.us>

ROSCOE WARREN, *Mayor*  
LYNDA BELL, *Vice-Mayor*  
CURTIS K. IVY, JR., *City Manager*

**COUNCIL MEMBERS:**  
AMANDA S. GARNER  
NORMAN L. HODGE JR.

STEVEN D. LOSNER  
JEFFREY D. PORTER  
JUDY WALDMAN

November 7, 2003

Via Mail and Fax: 305-624-1651

Mr. Denis Faustin  
APAC Group, Inc.  
5190 NW 167<sup>th</sup> Street, #201  
Miami, FL 33014

**Re: Bid #200306 – Sidewalks (Installation and Repair)**

Dear Mr. Faustin:

This is to advise you that the City Council of Homestead, Florida, meeting in session on Monday, October 20, 2003, has awarded the above captioned item to your firm.

This award was, of course, in accordance with the Invitation to Bid, General and Special Conditions, Minimum Specifications, and your bid and all attached are made part of this award.

In accordance with Section 2.16 of the Special Conditions of the Bid, any and all task orders that exceed \$10,000 will require a 100% payment and performance bond.

If you have any questions, please feel free to contact me at (305) 224-4622. We look forward to doing business with your firm.

Sincerely,

Brian K. O'Connor  
Assistant Director  
General Services

cc: Robert Landen, City of Homestead  
David Chalker, City of Homestead



May 26, 2004

Mr. Ron Williams  
Director of Public Works  
Village of Palmetto Bay  
8950 SW 152<sup>nd</sup> Street  
Miami, FL 33157

Via Fax: 305-259-1290

**Re: Letter of Consent to use the City of Homestead Contract Terms and Conditions**

Dear Mr. Williams,

We are by this letter consenting to provide Sidewalk Repairs and Installation services to the Village of Palmetto Bay under the same terms and conditions of our current contract with the City of Homestead.

Mr. Williams, please note that we have been providing the same services to the City of Homestead since June of 2000. We have attached a copy of the bid results for the current City of Homestead contract, a copy of our General Liability Insurance and a copy of our State and County licenses for your use.

I trust that the above is as required. Should you need additional information, please feel free to contact the undersigned at your convenience.

Sincerely,  
APAC Group, Inc.

A handwritten signature in black ink, appearing to read "Faustin Denis Jr.", is written over a large, dark, scribbled-out area.

Faustin Denis Jr., P.E.  
President

5190 NW 167 STREET, SUITE 201 • MIAMI, FL 33014  
305-624-1641 • FAX 305-624-1651





**CITY OF HOMESTEAD  
SIDEWALKS — INSTALLATION & REPAIR  
BID #200306 — 08/13/03 — FY**

**TABULATION**

Item Number and Description	APAC Group, Inc.	Atlantic Civil, Inc.	MEF Construction Inc.	P.L.A.N Estimating Services	Bi-Tech Construction	Tropex Construction	Petro Hydro Inc.	Metro Express Inc.
1 4" x 5' Sidewalk (New)	\$12.00/ l.f.	\$14.50/ l.f.	\$17.50/ l.f.	\$17.50/ l.f.	\$15.00/ l.f.	\$2.21/ l.f.	\$15.50/ l.f.	\$14.00/ l.f.
2 4" x 5' Sidewalk (Replacement)	\$15.00/ l.f.	\$16.75/ l.f.	\$16.50/ l.f.	\$21.90/ l.f.	\$22.50/ l.f.	\$2.31/ l.f.	\$15.90/ l.f.	\$14.50/ l.f.
3 6" x 5' Sidewalk (New)	\$15.00/ l.f.	\$18.70/ l.f.	\$19.50/ l.f.	\$22.75/ l.f.	\$21.00/ l.f.	\$3.20/ l.f.	\$14.00/ l.f.	\$16.00/ l.f.
4 6" x 5' Sidewalk (Replacement)	\$18.00/ l.f.	\$25.00/ l.f.	\$18.50/ l.f.	\$29.50/ l.f.	\$28.50/ l.f.	\$3.24/ l.f.	\$14.50/ l.f.	\$16.50/ l.f.
5 9" Curb and Gutter (New)	\$20.00/ l.f.	\$16.40/ l.f.	\$24.00/ l.f.	\$31.00/ l.f.	\$18.00/ l.f.	\$13.00/ l.f.	\$17.25/ l.f.	\$30.00/ l.f.
6 6" Curb and Gutter (New)	\$18.00/ l.f.	\$15.40/ l.f.	\$22.00/ l.f.	\$34.00/ l.f.	\$15.00/ l.f.	\$12.00/ l.f.	\$15.50/ l.f.	\$25.00/ l.f.
7 Driveway Curb (New)	\$18.00/ l.f.	\$15.00/ l.f.	\$18.00/ l.f.	\$34.00/ l.f.	\$15.00/ l.f.	\$12.50/ l.f.	\$15.50/ l.f.	\$20.00/ l.f.
8 Type "A" Median Curb (New)	\$16.00/ l.f.	\$15.00/ l.f.	\$20.00/ l.f.	\$34.00/ l.f.	\$22.50/ l.f.	\$13.00/ l.f.	\$21.00/ l.f.	\$20.00/ l.f.
9 Type "B" Median Curb (New)	\$14.00/ l.f.	\$14.60/ l.f.	\$20.00/ l.f.	\$34.00/ l.f.	\$22.50/ l.f.	\$12.00/ l.f.	\$19.50/ l.f.	\$20.00/ l.f.
10 Type "C" Median Curb (New)	\$18.00/ l.f.	\$22.00/ l.f.	\$20.00/ l.f.	\$34.00/ l.f.	\$22.50/ l.f.	\$12.00/ l.f.	\$17.00/ l.f.	\$20.00/ l.f.
11 Straight 6" Curb (New)	\$14.00/ l.f.	\$10.40/ l.f.	\$18.00/ l.f.	\$26.00/ l.f.	\$15.00/ l.f.	\$12.00/ l.f.	\$12.60/ l.f.	\$15.00/ l.f.

1 2	Pedestrian Ramp (New)	\$150.00 /ea.	\$400.00 /ea.	\$600.00 /ea.	\$740.00 /ea.	\$18.00/ ea.	\$725.00 /ea.	\$420.00 /ea.	\$600.00 /ea.
1 3	Handicapped Pedestrian Ramp	\$150.00 /ea.	\$410.00 /ea.	\$700.00 /ea.	\$890.00 /ea.	\$20.00/ ea	\$1,015. 00	\$700.00 /ea.	\$800.00 /ea.
	Minimum Order Quantity	\$10,000	\$15,000	\$2,000	None	\$500/l.f	None	700/l.f.	None
	Response time (in calendar days)	2 days	7 days	7 days	15 days	3 days	10 days	15 cal. days	7 days

Brian K. O'Connor  
 Assistant Director  
 General Services  
 City of Homestead

MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT  
111 N.W. 1st STREET, SUITE 1510  
MIAMI, FL 33128 (305) 375-2705

**BUSINESS  
CERTIFICATE OF COMPETENCY  
EXPIRES ON 09/30/2005  
APAC GROUP INC**

**C.C. NO.: E99102  
Q.A.: FAUSTIN DENIS, JR  
S.S. NO.: 061-66-4253**

QUALIFYING AGENT (Q.A.) MUST SUPERVISE, DIRECT AND CONTROL ALL WORK.

"Property of Miami-Dade Building Code Compliance Office"

**CONTRACTOR  
TRADE:  
ENGINEERING**

**CATEGORY(S):  
GENERAL ENGINEER**

**PLACE  
PHOTO  
HERE**

**FOLD HERE**

  
Signature of Qualifying Agent

**HERMINIO GONZALEZ, P.E.**  
Secretary Construction Trades Qualifying Board

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

**Named Insured(s):**

Gevity HR, Inc and its wholly owned subsidiaries including but not limited to Gevity HR, LP; Gevity HR II, LP; Gevity HR III, LP; Gevity HR IV, LP; Gevity HR V, LP; Gevity HR VI, LP; Gevity HR VII, LP; Gevity HR VIII, LP; Gevity HR IX, LP; Gevity HR X, LP; Gevity HR XI, LLC; Gevity HR XII Corp.  
600 301 Boulevard West  
Bradenton, Florida 34205

**MARSH**

**Insurer Affording Coverage**

American Home Assurance Co.,  
Member of American International Group, Inc. (AIG)

**Coverages:**

The policy(ies) of insurance listed below have been issued to the insured named above for the policy period indicated. The insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies).

Type of Insurance	Certificate Exp. Date <input type="checkbox"/> Continuous <input type="checkbox"/> Extended <input checked="" type="checkbox"/> Policy Term	Policy Number	Limits	
			Employers Liability	
Workers' Compensation	1-1-2005	RMWC2633886 RMWC2633892 RMWC2633912 RMWC2633913 RMWC2633920	Bodily Injury By Accident	Each Accident
			\$ 2,000,000	
			Bodily Injury By Disease	Policy Limit
			\$ 2,000,000	
Other:			Bodily Injury By Disease	Each Person
			\$ 2,000,000	

**Employees Leased To:** 20571 Apac Group Inc. **Effective Date:** 1/1/04

The above referenced workers' compensation policy(ies) provide(s) statutory benefits only to the employees of the Named Insured(s) on such policy(ies), not to the employees of any other employer.

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

**Notice of Cancellation:** Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

**Certificate Holder:**

*Michael C. Weiss*

**Michael C. Weiss**  
Authorized Representative of Marsh USA Inc.

(866) 443-8489  
Phone

1/1/2004  
Date Issued



**SIDEWALKS — INSTALLATION AND REPAIR**  
**BID #200306 — SEPTEMBER 4, 2003**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

The City of Homestead ("City") will receive sealed bids for a **"SIDEWALKS — INSTALLATION AND REPAIR" FOR THE CITY OF HOMESTEAD** no later than 10:00 A.M., THURSDAY, SEPTEMBER 4, 2003, or any time prior thereto at the City Clerk, City Hall, 790 North Homestead Boulevard, Homestead, Florida 33030-6299.

Bids should be addressed to Brian O'Connor, Assistant Director of General Services, who also serves as Purchasing Director for the City of Homestead.

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 hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title. Telegraphic bids will not be accepted.

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Homestead.

Interested bidders with a fax machine may obtain the complete bid package by calling our automated facsimile system at (305) 247-1801, ext. 225, and following the recorded instructions. Be prepared to enter your fax number and the Document Number of the bid being requested.

Bid tabulations will be posted as they become available on our automated facsimile system. Please follow the above instructions and request Document Number 1200306.

**1.2 EXECUTION OF BID:**

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

**1.3 NO BID:**

If not submitting a bid, respond by returning an original copy of Bid Form, marking it "No Bid," and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

**1.4 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment:

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.4.1 TAXES:**

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is show on the Purchase Order.

**1.4.2 MISTAKES:**

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

**1.4.3 CONDITIONS AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.4.4 UNDERWRITERS' LABORATORIES:**

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

**1.4.5 BIDDER'S CONDITIONS:**

The City Council reserves the right to accept all, any, or none, of the bids submitted, waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Homestead, FL. The City Council also reserves the right to make award of the bid on the basis of the total bid, or groups of items, or on an item basis, whichever is in the best interest of the City of Homestead, FL.

Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.5 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his 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 manufacturer's name and number if bidding 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.

**1.6 AMERICAN MADE:**

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead, Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the bid of same is consistent with the bidding procedures of the City Code of the City of Homestead."

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

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor'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:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

**1.8 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 450 S.E. 6th Avenue, Homestead, FL, or mailed to 790 N. Homestead Boulevard, Homestead, FL 33030-6299.

**1.9 DELIVERY:**

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

**1.10 INTERPRETATIONS:**

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Director, 790 N. Homestead Boulevard, Homestead, FL 33030; Fax: (305) 246-3244.

**1.11 AWARDS:**

In the best interest of the City of Homestead, the City Council reserves the right to reject all bids or any portion of any bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

**1.12 BID OPENING:**

Bids shall be opened and publicly read in the Council Chambers, 790 N. Homestead Boulevard, Homestead, FL 33030-6299, on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

- 1.13 INSPECTION, ACCEPTANCE & TITLE:**  
Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
- 1.14 PAYMENT:**  
Payment will be made by the City after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
- 1.15 DISPUTES:**  
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 1.16 LEGAL REQUIREMENTS:**  
Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 1.17 PATENTS AND ROYALTIES:**  
The bidder, without exception, shall indemnify and save harmless the City of Homestead, 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 Homestead, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 1.18 OSHA:**  
The bidder warrants that the product supplied to the City of Homestead, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 1.19 SPECIAL CONDITIONS:**  
Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 1.20 ANTI-DISCRIMINATION:**  
The bidder certifies that he/she is in 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.
- 1.21 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, the latest model, of the best quality, and highest grade workmanship.
- 1.22 LIABILITY, INSURANCE, LICENSES AND PERMITS:**  
Where bidders are required to enter or go onto City of Homestead 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 applicable Miami-Dade County and City of Homestead building requirements and the South Florida Building

Code. The bidder shall be liable for any damages or loss to the city occasioned by negligence of the bidder (or agent) or any person the bidder has designed in the completion of the contract as a result of his or her bid.

**1.23 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 the bid, the City will notify the successful bidder to submit a Payment and Performance Bond and Certificate of Insurance in the amount specified in Special Conditions.

**1.24 DEFAULT:**

In the event of default on a contract, the successful bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

**1.25 CANCELLATION:**

In the event any of the provisions of this bid are violated by the Contractor, the Purchasing Director shall give written notice to the Contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Homestead, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

**1.26 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of Homestead, 790 N. Homestead Boulevard, Homestead, FL 33030-6299.

**1.27 NOTE TO VENDORS DELIVERING TO WAREHOUSE:**

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6 Avenue, Homestead, FL.

**1.28 SUBSTITUTIONS:**

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

**1.29 FACILITIES:**

The City Council reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

**1.30 BID TABULATIONS:**

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

**1.31 PROTESTS, APPEALS AND DISPUTES:**

A contract may not be awarded to the Bidder, unless the bid tabulation is posted in the Purchasing Department, 450 S.E. 6 Avenue, Homestead, Florida, ten (10) working days prior to the scheduled award by the City Council. Protests must be submitted in writing to the Purchasing Director no later than five (5) working days prior to scheduled award by the City Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Council. The Purchasing Director shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Purchasing Director shall be null and void. All costs accruing from a Bid or award challenged as to quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the City Council shall be final and conclusive.

Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

**1.32 DISCLAIMER:**

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

**1.33 EVIDENCE:**

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid Project.

**1.34 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Solicitation 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 Homestead Purchasing Director at least fifteen (15) calendar days prior to scheduled bid opening, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Purchasing Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be mailed to each Bidder receiving the Solicitation. 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.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Bid Proposal. Failure of a bidder to include a signed formal Addendum in its Bid Proposal shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

**1.35 DEMONSTRATION OF COMPETENCY:**

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Homestead.

- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.
- 3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- 4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

**1.36 AWARD OF CONTRACT:**

- A) The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the City of Homestead. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award, which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B) The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder; which shall constitute a binding contract without further action by either party.
- C) The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder.
- D) While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this Solicitation, 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 the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the 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 Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the contractual period stipulated on the Purchase Order, the Purchase Order shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of expressed and implied warranty periods.

- F) 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. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and Performance Bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.
- G) The City reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

**1.37 ASSIGNMENT:**

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

**1.38 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees, including utility locates, required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

**1.39 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.40 SPOT MARKET PURCHASES:**

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

**1.41 SUNSHINE LAW:**

As a political subdivision, the City of Homestead is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of Homestead's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

**1.42 CONE OF SILENCE:**

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

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

the City Councilmembers, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

- b) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.
- c) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- d) **Exceptions to Applicability:** The provisions of this section shall not apply to:
  - 1. oral communications at pre-bid conferences;
  - 2. oral presentations before selection or evaluation committees;
  - 3. public presentations made to the City Councilmembers during any duly noticed public meeting;
  - 4. communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
  - 5. communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - 6. communications with the City Attorney and his or her staff;
  - 7. duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
  - 8. any emergency procurement of goods or services pursuant to City Code;
  - 9. responses to the City's request for clarification or additional information;
  - 10. contract negotiations during any duly noticed public meeting;
  - 11. communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff

including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

- e) **Penalties:** Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

1.42.1 Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

**1.43 BUSINESS ENTITY DISCLOSURE STATEMENT:**

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Homestead (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

**1.44 FORCE MAJEURE:**

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

**1.45 COLLUSION:**

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

**1.46 CITY WEBSITE:**

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Purchasing Department's "Bid List" page, which can be found at:

<http://ci.homestead.fl.us/gov/depart/purchase/bid.html>

**1.47 ELIGIBILITY:**

All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

**SIDEWALKS — INSTALLATION AND REPAIR  
BID #200306 — SEPTEMBER 4, 2003**

**2.0 SPECIAL CONDITIONS:**

**2.1 PURPOSE:**

The purpose of this Invitation to Bid is to identify and award a source of supply through a single solicitation, for the installation and repair of sidewalks for the Streets division of the Public Works and Services Department for the City of Homestead, Florida.

**2.2 TERM OF CONTRACT:**

It is requested that bidders quote fixed prices that will be guaranteed to the City of Homestead from October 1, 2003 through September 30, 2005.

Orders will be placed to vendors on an as-needed basis to meet City usage requirements. Providing the successful bidder will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed upon by both parties.

Vendors should specify on the attached Bid Form, the minimum order quantity, if any, on each item.

**2.3 METHOD OF AWARD:**

Award of this contract will be made to the lowest responsive, responsible bidders whose bids will be most advantageous to the City of Homestead.

Bidder must bid on all items listed on Bid Form to qualify for award of the contract. Bid will be awarded on an all or nothing basis.

**2.4 PAYMENT:**

All bid prices must be F.O.B./C.I.F. destination, freight prepaid Homestead, Florida with delivery to the location specified at the time of order.

Invoices for payment will be submitted as installation or repairs are completed, for the duration of the contract. Invoices will be subject to verification and approval by the department requesting the service.

**2.5 RESPONSE TIME:**

Vendors shall specify on the attached Bid Form the estimated response time necessary to get crews working after receipt of order. The response time should be your best estimate, as orders will be placed based on that information.

**2.6 ADDITIONS/DELETIONS OF FACILITIES: N/A**

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

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

**2.8 MANDATORY PRE-BID CONFERENCE / SITE INSPECTION: N/A**

**2.9 INSURANCE:**

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements:

- 2.9.1** Workmen's Compensation Insurance — statutory requirement.
- 2.9.2** Employer's Liability Insurance — \$1,000,000.
- 2.9.3** Comprehensive General Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.  
Bodily Injury: \$1,000,000;  
Property Damage: \$500,000 each occurrence.
- 2.9.4** Comprehensive Automobile Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.  
\$1,000,000 each person;  
\$1,000,000 each occurrence bodily injury;  
\$500,000 each occurrence property damage;  
The policy must provide coverage for non-owned and hired automobiles.
- 2.9.5** All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- 2.9.6** Builder's Risk Insurance. The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The successful bidder must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Homestead as additional insured.

The Contractor shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

**2.10 INDEMNIFICATION:**

The bidder shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of the bidder, its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the actions of the bidder connected with the performance of the agreement, whether by act or omission of the bidder, its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the City or its agents or employees.

**2.11 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this bid, contact: Lynn Kellermann at (305) 247-1801, ext. 223; or email: lkellermann@ci.homestead.fl.us.

**2.12 SAMPLES: N/A**

**2.13 BID CLARIFICATION:**

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Purchasing Department, 790 North Homestead Boulevard, Homestead, Florida 33030; fax: (305) 246-3244. The bid title and number shall be referenced on all correspondence. All questions must be received no later than fifteen (15) calendar days prior to the scheduled bid opening date. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**2.14 TIE BIDS:**

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

**2.14.1** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

**2.14.2** Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**2.14.3** Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

**2.14.4** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**2.14.5** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

**2.14.6** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.15 PUBLIC ENTITY CRIMES (PEC):**

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

**2.16 PAYMENT AND PERFORMANCE BOND:**

All Task Orders that exceed \$10,000 will require 100% Payment and Performance Bond which may be in the form of a Cashier's Check, made payable to the City of Homestead; 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 in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Homestead. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

**2.17 SPOT MARKETING PRICING: N/A**

**2.18 PROPERTY:**

Property owned by the City of Homestead is the responsibility of the City of Homestead. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Homestead shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**2.19 LIQUIDATED DAMAGES:**

As Task Orders are identified substantial completion times will be mutually agreed upon between the successful contractor and the City. Liquidated damages of \$25.00 per day will be deducted from the contract sum for each calendar day elapsing beyond the specified time for completion for each Task Order.

**2.20 DISCOUNTS (From published price lists): N/A**

**2.21 ESTIMATED QUANTITIES: N/A**

**2.22 HOURLY RATE: N/A**

**2.23 WARRANTY:**

The successful bidder will be required to warranty all work performed. Warranty shall be described in detail on the attached Bid Form.

**GUARANTEE:**

The successful bidder will be required to guarantee all items supplied. Guarantee shall be described in detail on the attached Bid Form.

**2.24 PRODUCT/CATALOG INFORMATION: N/A**

**2.25 REFERENCES:**

Each bid must be accompanied by a list of references, which shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

**2.26 COMPLETE PROJECT REQUIRED:**

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

Workmanship of units will be inspected and approved by Robert Landen, Public Works and Services Field Operations Division Assistant Director or his designee.

**2.27 FACILITY LOCATION: N/A**

**2.28 BID SUBMITTAL:**

All bids submitted shall include the completed Bid Form, PEC form, ADA Disability Nondiscrimination Statement, Business Entity Affidavit (Vendor / Bidder Disclosure form), and all required product information and any other items as indicated on the Bid form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

**2.29 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against him or his work; and has tested and serviced similar type, size and complexity of such sidewalks. The evidence will consist of listing the type of sidewalk, nature of work and number of units for each of the last five (5) years.

**2.30 LATE BIDS:**

The City of Homestead cannot be responsible for bids received after opening time and encourages early submittal. Late bids shall be rejected.

**2.31 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 and/or Minimum Specifications shall be cause for the Bid to be considered non-responsive.

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

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Form, PEC form, ADA Disability Nondiscrimination Statement, Business Entity Affidavit (Vendor / Bidder Disclosure form), and all required product information and any other items as indicated on the Bid Form must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.33 MAINTENANCE AGREEMENT: N/A**

**2.34 EQUAL PRODUCT: N/A**

**2.35 TERMINATION FOR DEFAULT:**

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Homestead. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Homestead under Section 2.36.

**2.36 TERMINATION FOR CONVENIENCE:**

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Homestead. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Homestead the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Homestead shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**2.37 ASSIGNMENT:**

Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its right, title or interest herein, without City of Homestead's prior written consent.

**2.38 CONFIDENTIALITY:**

As a political subdivision, the City of Homestead is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**2.39 GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**2.40 ATTORNEY'S FEES:**

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**2.41 NO PARTNERSHIP OR JOINT VENTURE:**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Homestead and Contractor, or to create any other similar relationship between the parties.

**2.42 PARTIAL INVALIDITY:**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**2.43 PROVISIONS BINDING:**

Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**2.44 HEADINGS AND TERMS:**

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**2.45 ENTIRE AGREEMENT:**

The contract consists of this City of Homestead Bid and specifically this Section II, Contractor's Response and any written agreement entered into by the City of Homestead and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes

all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Bid and/or Response, then the Bid and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

**SIDEWALKS — INSTALLATION AND REPAIR**  
**BID #200306 — SEPTEMBER 4, 2003**

**3.0 MINIMUM SPECIFICATIONS:**

**3.1 SCOPE OF WORK:**

The scope of these specifications is to contract for, on an as needed basis, the repair and installation of new sidewalks, removal of damaged and/or broken sidewalks and replace with 4" x 5' sidewalks (6" x 5' at driveways) and the installation of curbs, curbs and gutters, ADA pedestrian ramps using 3,000 PSI concrete with a maximum 4" slump. It is the responsibility of the contractor to prepare the ground under the sidewalk to meet the required standards which include cutting and removing roots.

A Miami-Dade County Contractor's Certificate is required in one of the following categories: General Building, General Engineering, Paving Engineering Contractor or other category as applicable to Chapter 10 of the Code of Metropolitan Dade County.

It will be the sole responsibility of the Contractor to dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor.

All work areas will meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that is damaged while work area is under construction shall be restored as found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Public Works Director if needed.

All work must meet or exceed the State of Florida Department of Transportation Applicable Standards to include the South Florida Building Code and Metropolitan Dade County Public Works Standards.

The supervision of the execution of this Contract is vested wholly in the Public Works Director or his representative, and the orders of the City Council of Homestead, Florida, are to be given through him. The instructions of the Public Works Director or his representative are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Public Works Director or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting or directing the same, and the Contractor is to afford him all necessary facilities and assistance for so doing. The Public Works Director or his representative's stakes, grades or lines are to be preserved by the Contractor, or reset at the Contractor's expense.

To prevent all disputes and litigation, it is agreed by the parties hereto that the Public Works Director or his representative shall decide all questions, difficulties and disputes of whatever nature which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of this Contract, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of this Contract, and his estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

Time is an essential element of this contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic and interfere with business it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed so by the City of Homestead Public Works Director or Inspector.

In the event any delays or suspension of operations occur, the City of Homestead reserves the right to hire off duty police, erect barricades, or take whatever actions necessary. All costs involved in doing so shall be just claims against the Contractor's Performance and Payment Bond. By submitting a bid, the Contractor agrees to the conditions as stated above.

**3.2 LOCATION OF WORK:**

The locations of the work proposed under this contract will be within the municipality of Homestead, Miami-Dade County.

**3.3 PLANS AND SPECIFICATIONS:**

The plans are attached as Exhibit "A," pages 1 - 7.

The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material and dimensions except when the Public Works Director may authorize in writing an exception.

Measurement discrepancies shall be decided upon by the Public Works Director or his representative and the Contractor shall not proceed when in doubt as to any dimension or measurement.

**3.4 PERMITS:**

Permits necessary which are issued by City of Homestead or Miami-Dade County Public Works Department to include those required for tree removal, will be the responsibility of Contractor.

**3.5 LIMITATIONS OF OPERATIONS:**

No work shall be done at all on weekends, City holidays, or past City's business hours. If such work as is necessary for the proper care and protection of the work already performed or, except that permission to do such work may be secured from the Public Works Director or his designee.

**3.6 FIELD OFFICE:**

No field office will be required for these projects. However, the Contractor must provide the Public Works Director or his representative with a local (Miami-Dade County) telephone number at which he can be contacted at any time during the performance of the work.

**3.7 PERFORMANCE OF WORK:**

The Contractor will furnish a qualified Superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant, equipment, and labor to meet the requirements of the work.

Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Public Works Director or his representative at all times. The Contractor shall submit for approval by the Public Works Director or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.

If the Public Works Director or his representative requests it, the Contractor shall at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense. No work shall be done, nor materials used, without suitable supervision or inspection by the Public Works

Director or his representative. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered or obligate the City to final acceptance.

It is expressly understood that the Contractor is in all respects and independent Contractor for this work, notwithstanding under certain conditions he is bound to follow the directions of the Public Works Director or his representative, and is in no respect an agent, servant or employee of the City of Homestead.

**3.8 RESTORATION OF PROPERTY:**

Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the Public Works Director, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, footings or underground utilities.

NOTE: All street name signs shall remain in place during the period of construction except those that are required to be relocated due to interference with actual construction. All signs that are relocated or damaged by the Contractor during the course of the work shall be reinstalled or replaced at the proper location as soon as possible by the Contractor. Prior to removal of any traffic control signs that interfere with the construction, the Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed. It shall be the Contractor's responsibility to report any signs that are found unserviceable to Miami-Dade County Traffic Operations Division. It is the Contractor's responsibility to obtain all the necessary approvals from Dade County Public Works prior to relocating or taking any traffic control device/sign out of service.

**3.9 DELAYS:**

If the Contractor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended upon recommendation of the Public Works Director or his representative and approval by the City Manager. Requests for extensions of time must be submitted in writing to the Public Works Director or his representative within seven (7) days from Contractor's knowledge of a delay. Compensation for such delay will be the time extension only.

The Contractor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Contractor, reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Contractor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Contractor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

If the Contractor fails to start the work within the time limit, and if the City should nevertheless permit the Contractor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Contractor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Contractor.

Liability will include any claim by any person for bodily or property damage after the Notice to Proceed was given of the requested work as a result.

**3.10 UTILITIES:**

The Contractor shall make all necessary arrangements with the utility companies and/or City of Homestead's Utilities Department, concerned for maintenance of their lines during the construction period. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," the Contractor, nevertheless, shall commence work under this contract and shall schedule his work to avoid interference with the utility relocation or repair work. The City of Homestead will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the City of Homestead be held responsible for any damages to any utilities due to any actions by the Contractor.

NOTE: The Contractor shall contact the Underground Notification Center (1-800-432-4770) at least forty-eight (48) hours prior to commencing any excavation.

**3.11 PROJECT SAFETY:**

**3.11.1 Maintenance of Traffic:**

The applicable portions of the Metro-Dade Public Works Manual, must be adhered to. Excavated or other material or equipment stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. All traffic control devices (including signs), warning devices and barriers shall be furnished by the Contractor. It is the Contractor's sole responsibility to prepare and execute the Maintenance of Traffic.

**3.11.2** The Contractor shall provide the necessary access to all adjacent property during construction.

**3.11.3** Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the Public Works Director, and or his designee, the City may require the Contractor to call for and hire off-duty police officers at Contractor's expense, for directing traffic and maintaining safety if in any way his operations will curtail the use of the streets, roads and work areas specified herein.

**3.11.4** Traffic may be detoured only upon prior coordination with the Public Works Director or his representative.

**3.12 MATERIALS:**

The Contractor shall provide the services of all workmen, mechanics, tradesmen and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Contractor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Contractor shall perform his work in proper sequence to the work or other contractors and to acts or operations of the City, and shall properly join his work to existing or new construction.

All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Public Works Director or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Contractor shall remove, reconstruct, replace and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered.

**3.13 PAYMENT AND INVOICING:**

Invoices of completed work will be submitted at the end of each request for work and must have detailed information by location/by linear foot/etc., to approve for payment. Contractor shall submit an exact

listing of completed work with submission of invoice for payment. Payment shall be made after satisfactory inspection by the Public Works Director or his designee within 30 days of invoice date.

**3.14 PAYMENT OF TESTS:**

Except when otherwise specified in the Special Provisions, the expense of all tests requested by the Public Works Director or his representative will be borne by the Contractor. Procedure for making test required by the Public Works Director or his representative will be in conformance with the Florida State Road Department Specifications for the particular material involved.

Tests rendering unsatisfactory reports shall be cause for rejection. The cost for all retesting shall be the Contractor's responsibility.

**3.15 LEGAL RESTRICTIONS, PERMITS AND TRAFFIC PROVISIONS:**

The Contractor shall procure, at his own expense, all necessary licenses and permits and shall give due and adequate notices to those in control of all properties which may be affected by his operations. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed and his general operation. The Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic on any roadway, business, pedestrian or vehicular, without the consent of the proper authorities.

**The Contractor shall be cognizant of and comply with the Miami-Dade County and Municipal ordinances regulating the removal and/or relocation of all trees.**

**3.16 LIABILITIES, DAMAGES AND ACCIDENTS:**

The Contractor shall assume and be responsible for, and shall indemnify and safe harmless the City of Homestead and/or representatives of same, against all claims and demands of all parties whatsoever for damages or compensation for injuries or accidents to persons, animals, property and materials, due or claimed to be due, either directly or indirectly, to his operations or to the act or omission of himself (Contractor), his agents or workmen. The Contractor shall pay all judgments obtained by reason of accidents, injuries or damages, or infringement of patent as specified in suit or suits against the City of Homestead, including all legal costs, court expenses and other like expenses; and the Contractor shall have the right to join in the defense of such suits/

The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the contract and until the final acceptance of the structure. If any materials or part of the work be lost, damaged or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and/or replace the same at his own cost.

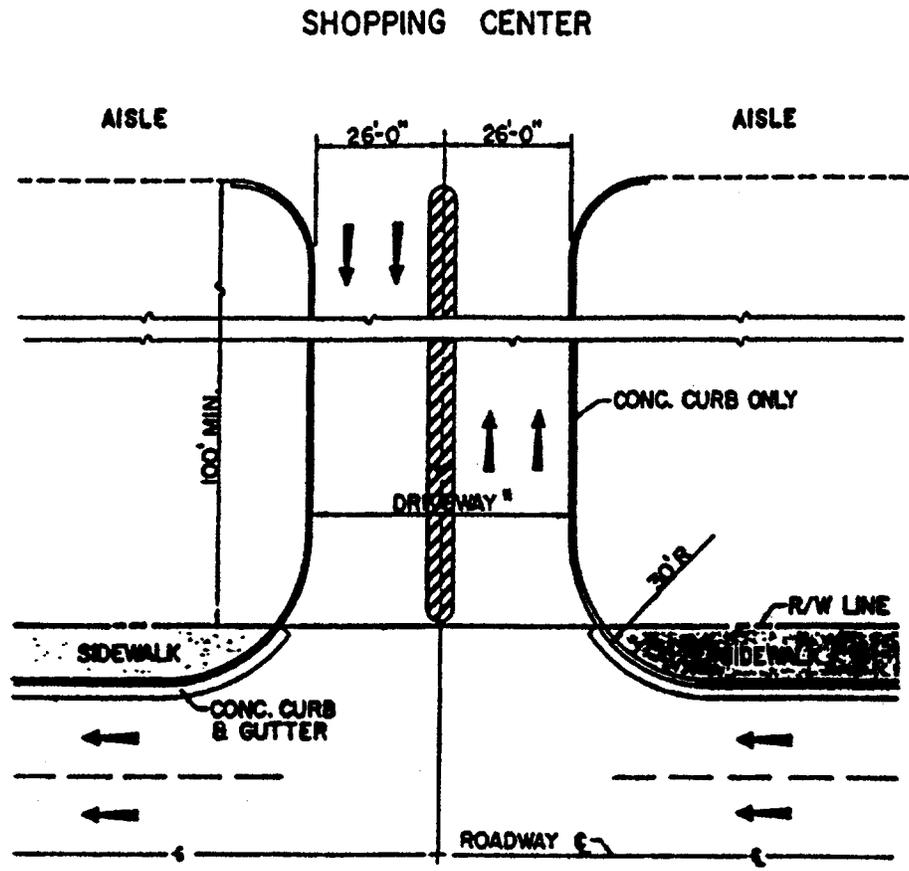
The Contractor shall maintain suitable and sufficient guards, barriers, and at night, suitable and sufficient light for the prevention of accidents.

**3.17 ASSIGNMENT OF CONTRACT:**

Neither the contract, nor part thereof, nor any monies due or to become due hereunder, may be assigned by the Contractor without the prior written approval of the City of Homestead.

**3.18 FINAL CLEAN UP:**

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Contractor shall remove from the site completed, all machinery, equipment surplus and discarded materials and temporary structures. All disposal of materials, rubbish and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Public Works Director. Material cleared from site and deposited on adjacent or nearby property will not be considered as having been disposed of properly.



\* WHEN DRIVEWAY IS LOCATED ON DIVIDED ROADWAY, SEE DADE COUNTY PUBLIC WORKS DEPARTMENT POLICY ON MEDIAN OPENINGS.

CURB & GUTTER	R-14.1	SEC.14
CONC SIDEWALK	R-13.1	SEC.14
ITEM	CROSS REF.	SPEC REF.

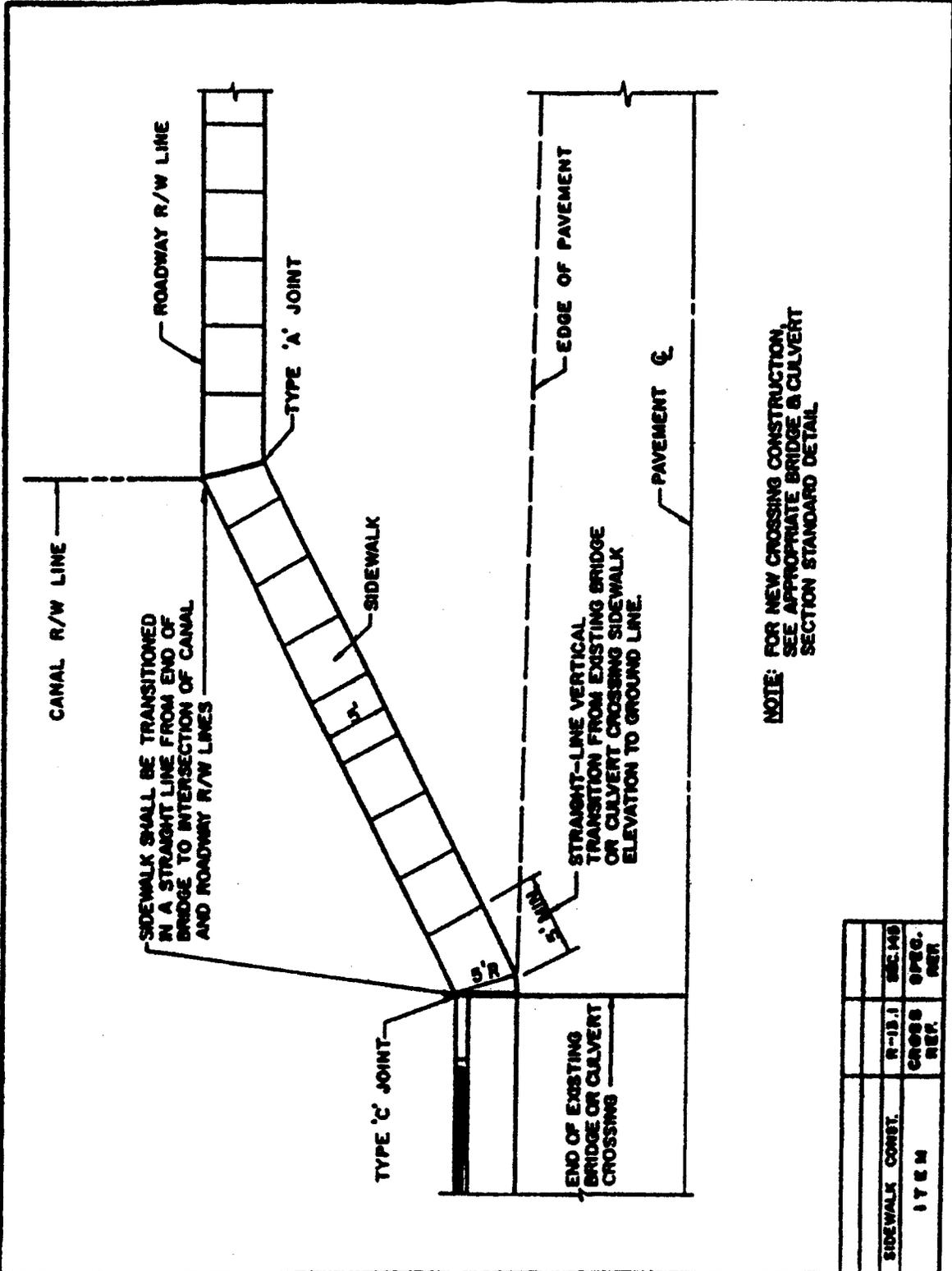
METROPOLITAN  
DADE COUNTY  
PUBLIC WORKS  
DEPARTMENT

APPROVED  
8/9/72

REVISED

STANDARD ROAD DETAIL  
DRIVEWAY DETAIL FOR  
LARGE SHOPPING CENTER

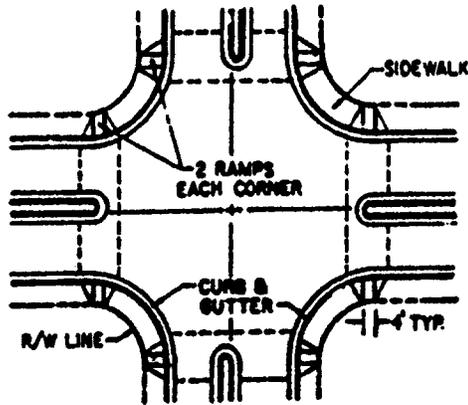
R  
127  
SHEET 1 OF



NOTE: FOR NEW CROSSING CONSTRUCTION, SEE APPROPRIATE BRIDGE & CULVERT SECTION STANDARD DETAIL.

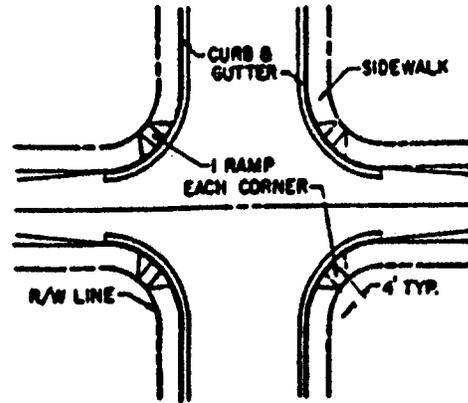
		R-13.1	SEC 148
		CROSS	SPEC.
		REF.	REF.
		ITEM	
		SIDEWALK CONST.	

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED 6/5/61	REVISED 5/17/72 3/15/77	STANDARD ROAD DETAIL STANDARD SIDEWALK TRANSITION	<b>R</b> <b>13.2</b> SHEET 1 OF 1



**2 MAJOR ROADWAYS  
(CURB & GUTTER)**

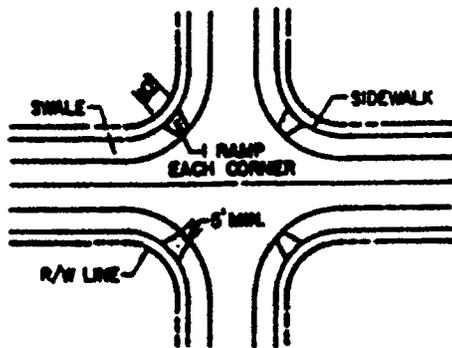
REF: Sec. 2a (1)(e)\*\*



**LOCAL ROADWAY OR ENTRANCE  
TO MAJOR SHOPPING CENTER  
(CURB & GUTTER)**

REF: Sec. 2a (1)(b)\*\*

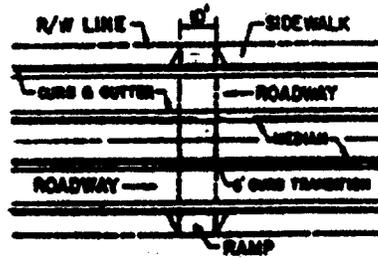
**ROADWAY  
INTERSECTIONS**



**(RESIDENTIAL ROADWAYS)**

**2 MAJOR ROADS, LOCAL & MAJOR  
ROADWAY, & 2 LOCAL ROADWAYS  
(SWALE)\*\***

REF: Sec. 2b (1)\*\*



**MID-BLOCK AT NORMAL  
PEDESTRIAN CROSSING  
(SWALE or CURB & GUTTER)\*\***

REF: Sec. 2a (2)\*\*

**NOTES:**

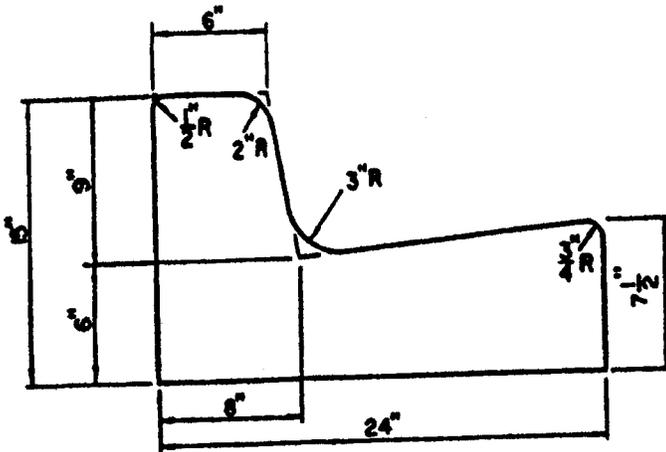
1. MAX. SLOPE OF RAMPS = 12:1
2. RAMPS MAY BE 4" THICK IN RESIDENTIAL AREAS.

\*\* ALTERNATE ASPH. CONC. SIDEWALK RAMP (SAME THICKNESS), MAY BE USED AS APPROVED BY DIRECTOR OF PUBLIC WORKS DEPARTMENT.

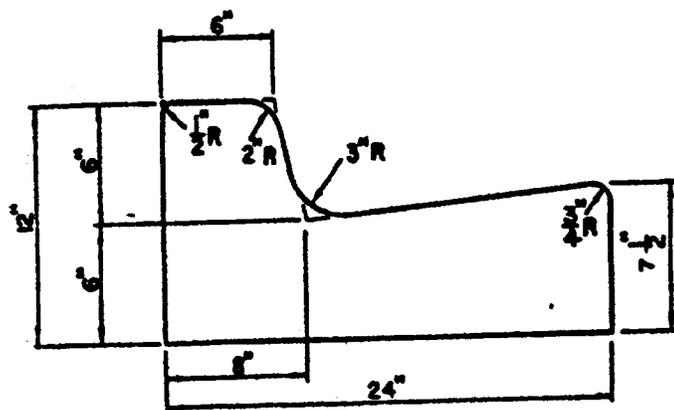
\*\* FOR ALL REFERENCES, SEE DADE COUNTY PUBLIC WORKS DEPARTMENT "POLICY ON PEDESTRIAN RAMPS IN PUBLIC RIGHTS-OF-WAY."

ASPH. CONC. S. COURSE		SEC. 133
CONC. DRIVEWAY	R 12.6	
CONC. SIDEWALK	R-13.1	SEC. 145
ITEM	CROSS REF.	SPEC. REF.

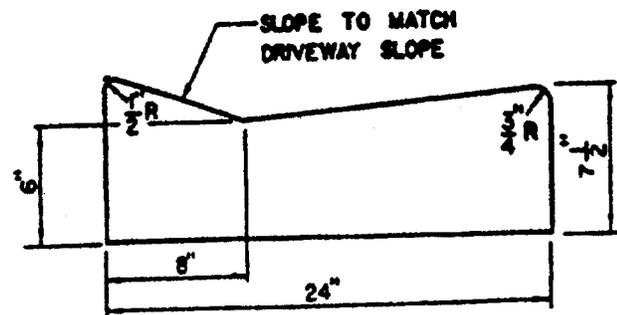
METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED	REVISED	STANDARD ROAD DETAIL PEDESTRIAN RAMPS IN PUBLIC RIGHTS-OF-WAY	R 13.3 SHEET 2 OF 2
	9 / 15 / 72	4 / 5 / 74		



9" CURB AND GUTTER



6" CURB AND GUTTER



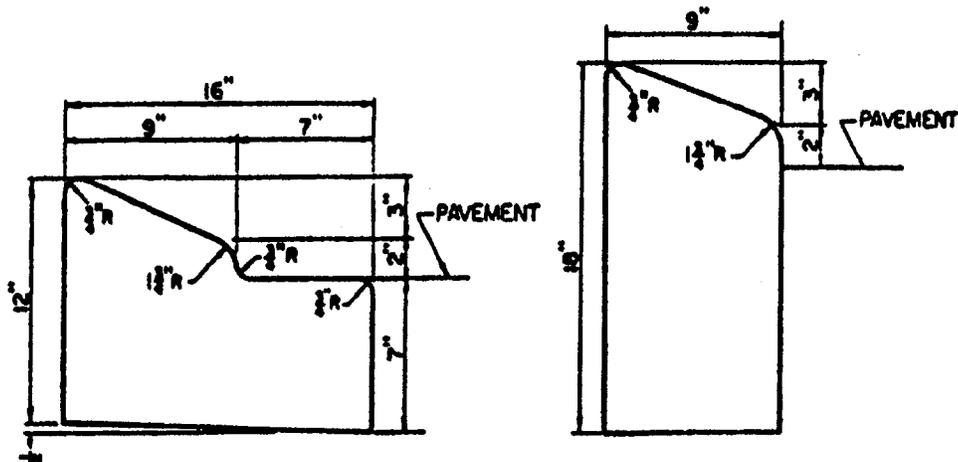
DRIVEWAY CURB

PVMT ENDINGS	R-22.1	
DRIVEWAY CURB		
CURB & GUTTER		
ITEM	CROSS REF.	SPEC. REF.

METROPOLITAN DADE COUNTY PUBLIC WORKS	APPROVED	REVISED
	6'5'6:	6/1/62 5/17/72

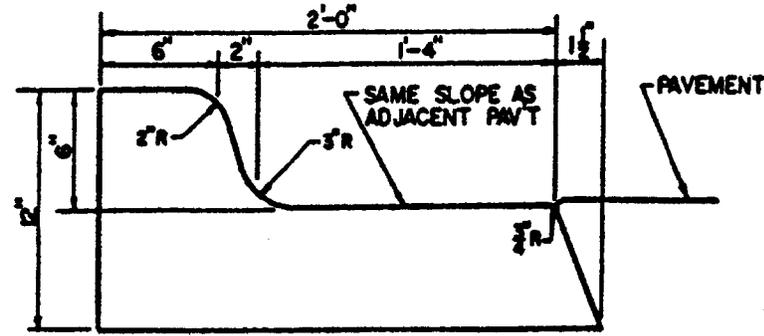
STANDARD ROAD DETAIL  
CURB AND GUTTER  
SECTIONS

**R**  
**14.1**  
RUBEN L OF I

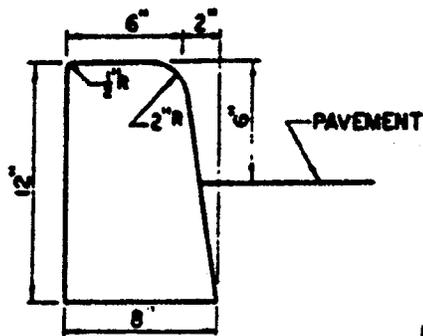


**TYPE 'A' MEDIAN CURB**

**TYPE 'B' MEDIAN CURB**



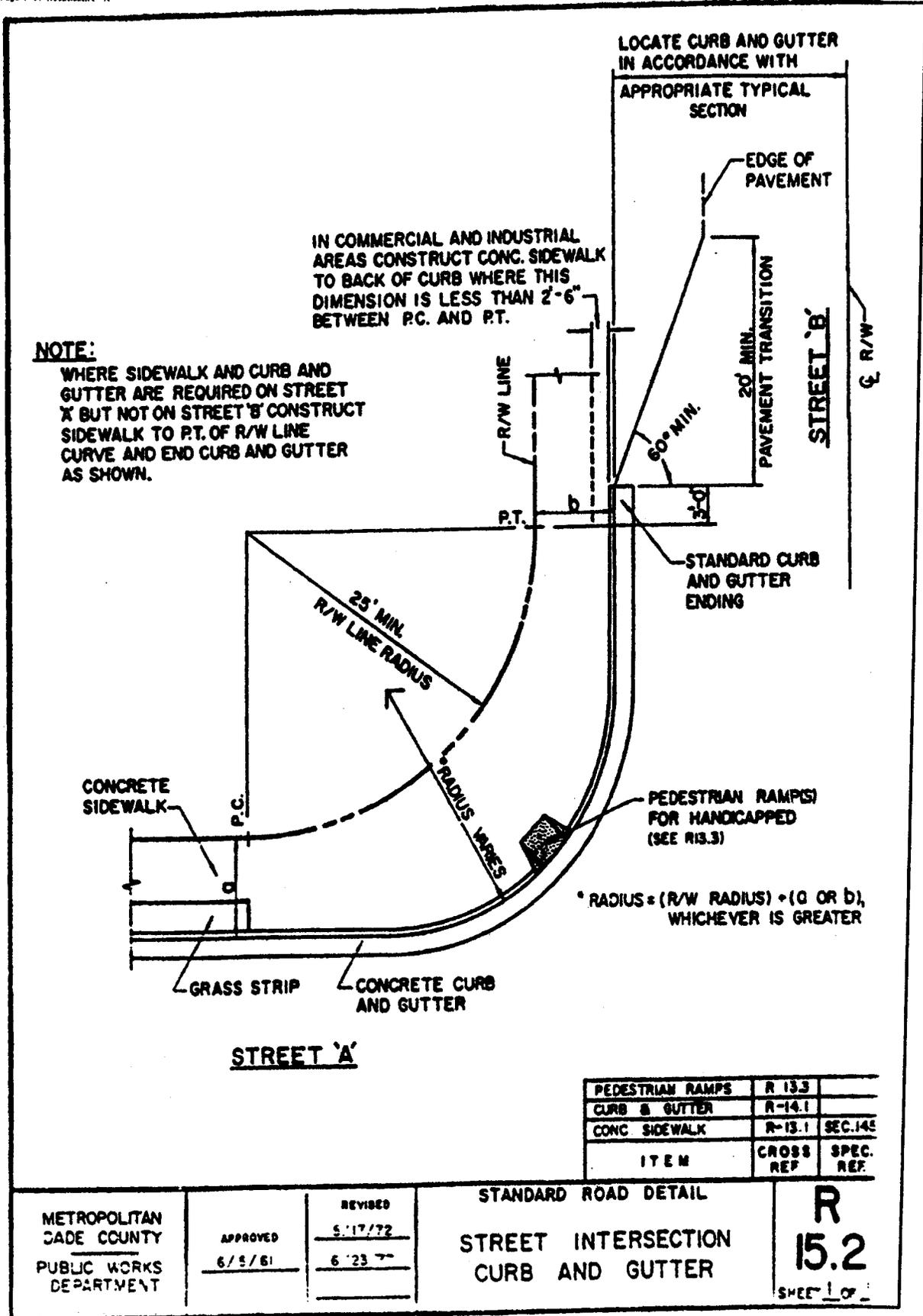
**TYPE 'C' MEDIAN CURB**



**STRAIGHT 6" CURB**

PAVEMENT ENDINGS	R-22J	
MEDIAN CURB		
STRAIGHT CURB		
ITEM	CROSS REF.	SPEC. REF.

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED	REVISED	STANDARD ROAD DETAIL  CURB SECTIONS	R 14.2 SHEET OF
	6/5/61	8/3/66 3/10/81		



# BID FORM

Page 1 of 2

Deliver bid to:

**CITY OF HOMESTEAD**  
City Clerk  
790 N. Homestead Boulevard  
Homestead, FL 33030-6299

Sidewalks — Installation and Repair  
Bid #200306

To be opened and publicly read, **THURSDAY, SEPTEMBER 4, 2003 at 10:00 a.m. in Council Chambers**

VENDOR NAME	PHONE NUMBER ( )
VENDOR MAILING ADDRESS:	FAX NUMBER ( )
CITY, STATE AND ZIP CODE	TOLL FREE NUMBER 800-
BID CONTACT PERSON (PLEASE PRINT CLEARLY)	F.E.I.D. NUMBER
Certified or Cashier's Check is attached, when required, in the amount of: \$	EMAIL ADDRESS

Item	Description	Unit Price
1.	4" x 5' Sidewalk (New)	/ l.f.
2.	4" x 5' Sidewalk (Replacement)	/ l.f.
3.	6" x 5' Sidewalk (New)	/ l.f.
4.	6" x 5' Sidewalk (Replacement)	/ l.f.
5.	9" Curb and Gutter (New)	/ l.f.
6.	6" Curb and Gutter (New)	/ l.f.
7.	Driveway Curb (New)	/ l.f.
8.	Type "A" Median Curb (New)	/ l.f.
9.	Type "B" Median Curb (New)	/ l.f.
10.	Type "C" Median Curb (New)	/ l.f.
11.	Straight 6" Curb (New)	/ l.f.
12.	Pedestrian Ramp (New)	/ ea.
13.	Handicapped pedestrian ramp	/ ea.
	Minimum order quantity:	

Response time (in calendar days) to begin a project after notification by the City: \_\_\_\_\_ days.

Please enclose the following with your submittal: Warranty (See Paragraph 2.23); Guarantee (See Paragraph 2.23); a copy of your business license.

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS INDICATED BELOW. USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

Place a check mark in the "Done" column as you complete and enclose each item. Requirements that do not apply to this Bid will be denoted by "N/A" (not applicable).

Required	Done	Requirement	Found in Section
N/A		Attended Pre-Bid Conference or Site Inspection	Section 2.8
N/A		Bid Bond or Bid Deposit	Section 2.16
✓		Bid Form completed and executed in accordance with General and Special Conditions and Minimum Specifications	Section 2.32
✓		Bidder Qualifications	Section 2.29
✓		Copies of Bid	Section 2.32
✓		Insurance	Section 2.9
✓		Licenses	Section 1.22
N/A		Product / Catalog Information	Section 2.24
✓		References	Section 2.25
N/A		Samples	Section 2.12
✓		Guarantee / Warranty Information	Section 2.23

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.

Exceptions — Reference Section: (If none are stated in this bid, it shall be construed by the City of Homestead that your bid fully complies with all terms, conditions and specifications.)

**\*\*NOTE:** Attachment of quotations will not be construed as an exception.

Addendum Received: # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature (Manual)

\_\_\_\_\_  
Authorized Signature and Title (Typed/Printed)

\_\_\_\_\_  
Date

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

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

1. This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

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

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

Form PUR-7068 (Rev. 3/3/99)

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Homestead ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
*Doing Business As (If same as above, leave blank)*

_____ <i>Street Address</i>	_____ <i>Suite</i>	_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip Code</i>
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**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

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\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**CWI****FAX**

**To:** Corrice  
**Company:** Village of Palmetto Bay  
**Fax #:** 305-259-1290  
**From:** Linda M. Bell, P.E.

**Date:** June 8, 2004  
**Pages:** 2, including cover  
**CWI No:** 23164.00  
**Subject:** Pavement Costs

Dear Corrice:

The approximate pavement overlay costs for a two-lane mile of roadway is between \$47,000 and \$52,000 per mile. This includes 1-1/4" of asphalt overlay, maintenance of traffic and pavement markings.

The Village roads vary from 20 feet wide to 24 feet wide. We used an average width for this estimate. The costs may vary based on the actual width and how many intersections are in the length of roadway.

The approximate cost for one flag (5'x5') of sidewalk will vary greatly depending on the number of flags to be replaced.

For new sidewalk construction, this cost estimate includes removal of existing sod, preparation of the soil with new limerock base and placement of 4" of concrete sidewalk.

For removal of the existing concrete sidewalk, disposal of concrete, and replacement of with new 4" sidewalk, we generally use If several flags are replaced within the same general area, the cost should be a little lower. If only one or two flags are replaced, then to cost could reach much higher.

For small projects, we generally use \$5-6 per square foot for the concrete including the preparation and base. This is a total of \$36.00 per square yard and could equal \$150.00 for one each new 5'x5' sidewalk flag. On large projects \$20.00 per square yard could be used for a cost estimate of \$60.00 per 5'x5' flag.

If you have any questions, please call.

Linda Bell

CORRIGIR.wpd