

**RESOLUTION NO. 2008 - 075**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGY-BACKING ONTO AN EXISTING CONTRACT ENTERED INTO BY THE CITY OF NORTH MIAMI, FLORIDA WITH F.A. JOHNSON, INC., FOR MAINTENANCE OF STORM SEWER CATCH BASINS; AUTHORIZING EXPENDITURES FOR THESE SERVICES IN A FISCAL CALENDAR ANNUAL AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH F.A. JOHNSON, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to provide for the maintenance of storm sewer catch basins within the Town's jurisdiction; and

**WHEREAS**, the need to maintain the Town's storm water drainage infrastructure is in the best interest of the health, safety, and welfare of the Town's residents; and

**WHEREAS**, the City of North Miami recently issued a procurement to find a qualified vendor to provide maintenance of storm sewer catch basins; and

**WHEREAS**, after careful review, the City of North Miami entered into an Agreement with F.A. Johnson, Inc., and

**WHEREAS**, the Town desires to piggy-back onto the City of North Miami Agreement with F.A. Johnson, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby agrees to piggy-back onto the Agreement between the City of North Miami and F.A. Johnson, Inc., and to utilize F.A. Johnson, Inc. to provide for the maintenance of the Town's storm sewers and catch basins.

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** The Town Council hereby authorizes expenditures for the maintenance of storm sewer catch basins services in a fiscal calendar annual amount not to exceed Fifty Thousand Dollars (\$50,000.00).

**Section 5:** This Resolution shall become effective immediately upon its adoption.

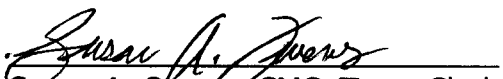
**PASSED AND ADOPTED ON** this 10<sup>th</sup> day of July 2008, on a motion made by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>
Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Knight	<u>Y</u>
Maines	<u>Y</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
Mecca Fink, Mayor

ATTEST:

  
Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J.D., Town Attorney

FTL\_DB: 1125704\_1

**EXHIBIT A**

**AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND  
F.A. JOHNSON, INC.  
FOR  
MAINTENANCE OF STORM SEWER CATCH  
BASINS**

## **AGREEMENT FOR MAINTENANCE OF SEWER CATCH BASINS**

**THIS IS AN AGREEMENT** ("Agreement") made and entered into on this \_\_\_\_\_ day of July, 2008 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and F.A. Johnson, Inc. (hereinafter referred to as "Service Provider", unless otherwise stated).

**WHEREAS**, the Town desires to provide for the maintenance of storm sewer catch basins within the Town's jurisdiction; and

**WHEREAS**, the need to maintain the Town's storm water drainage infrastructure is in the best interest of the health, safety, and welfare of the Town's residents; and

**WHEREAS**, the City of North Miami recently issued procurement #15-05-06 to find a qualified vendor to provide maintenance of storm sewer catch basins; and

**WHEREAS**, after careful review, the City of North Miami entered into an Agreement with F.A. Johnson, Inc.; and

**WHEREAS**, the Town desires to piggy-back onto the City of North Miami Agreement with F.A. Johnson, Inc for the *limited* purpose of maintaining sewer catch basins.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Service Provider hereby agree as follows:

### **Section 1: Scope of Services**

- 1.1 An executed copy of the City of North Miami's Agreement with Service Provider with its exhibits, is attached hereto as **Composite Exhibit "A"** (the "Original Agreement"), and with the exception of substituting the Town for City of North Miami as a party, is explicitly incorporated by reference herein to this Agreement.
- 1.2 Upon execution of this Agreement, the Service Provider shall perform work on an as needed basis to maintain the Town's sewer catch basins in accordance with the terms contained within the Original Agreement (hereinafter referred to as the "Work").
- 1.3 Service Provider's Work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Service Provider providing any of the Work.

- 1.4 All Work and services rendered by Service Provider pursuant to this Agreement shall be performed in accordance with the applicable standard of care for persons or entities performing these types of services for local governments in Broward County, Florida. Service Provider shall perform such services in accordance with all applicable codes, ordinances, rules, laws and regulations governing the Work and the providing of services under this Agreement.

## **Section 2: Term of this Agreement and Agreement Time**

- 2.1 Town and Service Provider agree that Service Provider shall perform all Work under this Agreement for an initial term of **five (5) years**, with the option to renew the Agreement for up to two (2) additional five (5) year terms by mutual written agreement of Town and Service Provider on an as-needed basis.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination" herein.
- 2.3 Service Provider shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Service Provider is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Service Provider to receive an extension of time as its sole and exclusive remedy.
- 2.4 Following Service Provider's receipt of a Purchase Requisition for Work ("Work Term") generated by the Town's Program Manager, Service Provider shall perform all Work under this Agreement within a timeframe mutually agreed upon by both Town and Service Provider. In the event that Service Provider completes the Work before the end of the date or time indicated for completion on the Work Term, Service Provider is not entitled to any additional payment from Town other than the Agreement Sum, as defined in Section 3 of this Agreement.

## **Section 3: Compensation & Method of Payment**

- 3.1 Service Provider shall render all Work to the Town under the Agreement at the prices quoted within the Original Agreement, (" the Agreement Sum").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor or materials that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Agreement Sum, Service Provider shall pay such excess from its own funds, and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Service Provider in accordance with the terms

and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.

- 3.3 Town and Service Provider agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Service Provider to Town, and (b) verification by Town or Town's designee that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

#### **Section 4: Assignment**

No assignment of this Agreement or of the Work hereunder by Service Provider shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Service Provider, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

#### **Section 5: Service Providers Responsibility for Safety**

- 5.1 Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to the Agreement in order to prevent, among other things, all damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Service Provider shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

#### **Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Service Provider shall maintain in full force and effect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 6.3 All Insurance Policies shall name and endorse the following as additional insureds:

**The Town of Southwest Ranches.**

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Service Provider's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Service Provider's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Service Provider shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Service Provider fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Service Provider shall be deemed in default, and the Agreement shall be rescinded. Under such circumstances, the Service Provider may be prohibited from submitting future bids to Town, and shall not be entitled to any payments from Town.
- 6.6 Service Provider shall carry the following minimum types of Insurance:
- A. (If required by law) **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Service Provider shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Service Provider shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Service Provider shall carry Commercial General Liability Insurance with limits of not less than **Two Million Dollars (\$2,000,000)** per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability,

broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

- 6.7 Service Provider shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Service Provider's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

**Town of Southwest Ranches**  
**Christopher J. Russo, Town Administrator**  
**6589 SW 160th Avenue**  
**Southwest Ranches, Florida 33331**  
**and**  
**Keith M. Poliakoff, Esq.**  
**Becker & Poliakoff, P.A.**  
**3111 Stirling Road**  
**Fort Lauderdale, Florida 33312**

- 6.9 If Service Provider's Insurance policy is a "claims-made" policy, then Service Provider shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 In any of Service Provider's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 6.11 The Service Provider shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Service Provider's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be listed as an additional named insured on all of Service Provider's renewal policies.



6.13 UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SERVICE PROVIDER'S WORK UNDER THE AGREEMENT.

6.14 The official title of the owner is "Town of Southwest Ranches". This official title shall be used in all insurance policies and documentation.

6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

6.16 Service Provider shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days of Town's actual notice of such event.

6.18 Notwithstanding any other provisions of this Agreement, Service Provider's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.

#### **Section 7: Copyrights and Patent Rights**

Service Provider warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of its bid; and Service Provider agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.

#### **Section 8: Laws and Regulations**

Service Provider agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

### **Section 9: Taxes and Costs**

All federal, state and local taxes relating to the Service Provider's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Service Provider.

### **Section 10: Indemnification**

To the fullest extent permitted by law, Service Provider shall indemnify and hold harmless the Town, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent, reckless, intentional act, omission, or other wrongful act of the Service Provider, or any subcontractor, material or equipment supplier, or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity on the part of Service Provider to Town or which may otherwise exist as to any other person described in this paragraph. In any and all claims against the Town, or any of their agents or employees by any employee of the Service Provider, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor and/or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Service Provider shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from Service Provider's negligence, recklessness or other intentional or otherwise wrongful misconduct of Service Provider, and persons employed or utilized by Service Provider relating to the performance of Work as described in the Agreement. The indemnification as provided in this paragraph shall be subject to a monetary limitation of **One Million (\$1,000,000.00) Dollars** per occurrence, the amount of which both the Town and Service Provider each acknowledge bears a reasonable commercial relationship to the Agreement. The Service Provider shall promptly remedy all damage or loss to any property caused by the Service Provider, or any subcontractor, material or equipment, supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Service Provider are in addition to its other obligations running in favor of Town under this Agreement. Notwithstanding any other provisions of this Agreement, the Service Provider's duty to indemnify and defend Town as set forth in proposal shall survive the termination or expiration of this Agreement.

### **Section 11: Non-discrimination**

Service Provider shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Service Provider shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. Service Provider shall comply with all applicable sections of the Americans with Disabilities Act. Service Provider agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Service Provider, its successors, transferees, and assignees for the period during which any Work is provided. Service Provider further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

### **Section 12: Sovereign Immunity**

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

### **Section 13: Prevailing Party Attorneys' Fees**

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees, costs and expert witness fees incurred.

### **Section 14: No Third Party Beneficiaries**

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

### **Section 15: Funding**

The obligation of Town for payment to Service Provider for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **Section 16: Manner of Performance**

Service Provider agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Service Provider agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Service Provider agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Service Provider further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Service Provider to comply with this paragraph shall constitute a material breach of this Agreement.

## **Section 17: Public Records**

The Town is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Service Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Service Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town.

## **Section 18: Termination**

The Agreement may be terminated upon the following events:

**A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

**B. Termination For Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Service Provider with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Service Provider shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated and no other compensation or damages shall be paid to or recovered by Service Provider in any legal proceeding against Town. Upon being notified of Town's election to terminate, Service Provider shall immediately cease performing any further Work or incurring additional expenses. Service Provider acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of

which is hereby acknowledged by Service Provider, is given as specific consideration to Service Provider for Town's right to terminate this Agreement for Convenience.

**C. Termination for Cause.** In the event of a material breach by Service Provider, Town shall provide Service Provider written notice of its material breach ("Notice of Breach"). Service Provider shall thereafter have thirty (30) days from the date of its receipt of Town's Notice of Breach to cure such material breach. If Service Provider does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Service Provider's violations of governing standards, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Service Provider for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Service Provider shall solely be paid for all Work, and Service Provider's damages are solely limited to the compensation Service Provider would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

**D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Service Provider with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Service Provider for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Service Provider shall solely be paid for all Work, and Service Provider's damages are solely limited to the compensation Service Provider would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

**E. Immediate Termination by Town.** Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Service Provider's violation of the Public Records Act;
2. Service Provider's insolvency, bankruptcy or receivership;
3. Service Provider's violation or non-compliance with Section 11 of this Agreement;
4. Service Provider's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Service Provider's violation of Section 19 of this Agreement.

### **Section 19: Public Entity Crimes**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with Town, may not be awarded or perform work as a Service Provider, supplier, or subcontractors, under a contract with Town, and may not conduct business with Town for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by Service Provider shall result in Town's immediate termination of this Agreement.

### **Section 20: Use of Agreement By Other Governmental Units**

Service Provider agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Service Provider's provision of Work or services to any other governmental unit.

### **Section 21: Change Orders and Modification of Agreement**

Town and Service Provider may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Agreement Sum under this Agreement if evidenced by a written Change Order executed by Town and Service Provider, with the same formality and of equal dignity associated with the original execution of the Agreement.

### **Section 22: No Waiver of Rights**

Neither the Town's or Town's designee's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Service Provider's performance of the Work under this Agreement, and Service Provider shall be and remain liable to the Town for all damages to the Town caused by the Service Provider's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

### **Section 23: Jurisdiction and Venue**

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement, irrespective of conflicts of law analysis, shall be governed by the substantive laws of the State of Florida.

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

**BY ENTERING INTO THIS AGREEMENT, SERVICE PROVIDER AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

**Section 25: Gender**

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

**Section 26: Time is of the Essence**

Time is of the essence for the performance of all of Service Provider's obligations under this Agreement.

**Section 27: Days**

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

**Section 28: Entire Agreement; Written Mutual Agreement**

28.1 This Contract constitutes the entire agreement between the parties hereto. No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

28.2 This Agreement is binding upon the parties hereto, their successors and assigns and replaces, and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral.

**Section 29: No Amendment Or Waiver**

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

**Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate

judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning of so construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

### **Section 31: Resolution Of Disputes**

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Service Provider's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of the Agreement. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Service Provider within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

### **Section 32: Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.f.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

#### **If to Town:**

Christopher J. Russo, Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, Florida 33331

#### **With a copy to:**

Keith M. Poliakoff, Esq.  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

#### **If to Service Provider:**

F.A. Johnson, Inc.  
4700 Powerline Road  
Fort Lauderdale, FL 33309  
(954) 776-5931  
(954) 776-5955 (fax)



### **Section 33: Miscellaneous**

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Service Provider and all persons or entities employed or otherwise retained by Service Provider are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Service Provider, whether finished or unfinished, shall become the property of Town and shall be delivered by Service Provider to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Service Provider shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Service Provider that are related to this Agreement. Service Provider shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Service Provider shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this Agreement, unless Service Provider is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Service Provider's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Service Provider's records, Service Provider shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Service Provider. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

In addition, Service Provider shall respond to the reasonable inquiries of successor Service Providers, and allow successor Service Providers to receive working papers relating to matters of continuing significance.

In addition, Service Provider shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. **Independent Contractor.** Service Provider is an independent contractor of Town in the performing of all Work and Services under this Agreement. All Work and Services provided by Service Provider pursuant to this Agreement shall be subject to the supervision of Service Provider. In providing such services, neither Service Provider nor its agents shall act as officers, employees, representatives, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Service Provider. This Agreement shall not constitute or make Town and Service Provider a partnership or joint venture.

D. **Conflicts.** Neither Service Provider nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Service Provider's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Service Provider agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Service Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Service Provider or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Service Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Service Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

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

- F. Materiality and Waiver of Breach.** Town and Service Provider agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Service Provider both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Service Provider shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Service Provider shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: F.A. JOHNSON, INC., through Ronald R. Cameron, Vice President of Sales, and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 10<sup>th</sup> day of July 2008.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SERVICE PROVIDER:**

F.A. JOHNSON, INC.

By: \_\_\_\_\_  
Ronald R. Cameron, V.P. Sales  
\_\_\_\_ day of July, 2008

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**TOWN:**

TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_  
Mecca Fink, Mayor  
\_\_\_\_ day of July, 2008

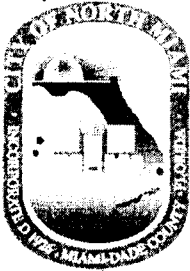
By: \_\_\_\_\_  
Christopher J. Russo,  
Town Administrator  
\_\_\_\_ day of July, 2008

**ATTEST:**

\_\_\_\_\_  
Susan A. Owens, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Gary A. Poliakoff, J.D, Town Attorney  
FTL\_DB: 1131685\_1



# City of North Miami

776 Northeast 125<sup>th</sup> Street, P.O. Box 610850, North Miami, Florida 33161-0850

(305) 895-9886

June 1, 2006

Ronald R. Cameron  
F.A. Johnson, Inc.  
4700 Powerline Road  
Fort Lauderdale, FL 3330

VIA FACSIMILE: 954-776-5955

RE: ITB # 15-05-06 – Maintenance of Storm Sewer Catch Basins  
*Award Letter*

Dear Mr. Cameron:

Congratulations! The City of North Miami has awarded the above referenced Bid to your firm pending City Council approval on June 13, 2006.

This award is in accordance with the Invitation to Bid and General and Special Conditions of ITB # 15-05-06.

Pending Council approval, a purchase order will be processed and mailed out to your firm. Prior to commencing any work on behalf of the City, a pre-performance meeting will be scheduled with your firm and Tom Positano and/or Aleem Ghany from the City's Public Works Department.

If you have any questions or require any additional information, please contact me at (305) 895-9886. We look forward to doing business with you.

Sincerely,

Ilyse S. Valdivia  
Buyer

Cc: Aleem Ghany, City Engineer  
Tom Positano, Utility Supervisor-Streets



# City of North Miami

776 N.E. 125TH STREET  
NORTH MIAMI, FLORIDA 33161  
PHONE: (305) 893-6511

## PURCHASE ORDER

THIS ORDER  
NUMBER  
MUST APPEAR ON  
ALL INVOICES, PACKING SLIPS, CARTONS, CRATES, ETC.

No. 0000018301

F.A. JOHNSON, INC.  
4700 POWERLINE ROAD  
FORT LAUDERDALE, FL 33309

SHIP  
VARIOUS LOCATION THROUGH  
OUT THE CITY  
ATT:

SPECIAL NOTICE: All persons, firms, or corporations doing business with the City of North Miami are hereby notified that all purchases must be covered by this formal purchase order and the City disclaims responsibility for payment of any charges for purchases which are not so covered. No official, department head or employee is empowered to vary the foregoing.

FLA. SALES TAX EXEMPTION 23-13-324-928-54C

DATE

10 Jan 2007

TERMS

BID OR QUOTE NO.

ITB#15-05-0

VENDOR NO.

33901

DELIVERY DATE

0000018102

REQUISITION NUMBER

0000018102

DESCRIPTION

ITEM

QUANTITY

U/M

UNIT PRICE

EXTENDED PRICE

1 2500.0 MAINTENANCE OF 2,500 CATCH BASINS AND MANHOLES  
2 9450.0 CLEANING AND JETTING OF 9,450 LINEAR FT OF PIPE

EA 19.5000 48750.00  
LF 5.0000 47250.00

VENDOR COMMENTS  
\*\* ITB# 15-05-06 \*\*  
COUNCIL APPROVED 1/9/07

ACCOUNT NUMBER

AMOUNT

490-521-00-538-311

96000.00

TOTAL

96000.00

INVOICE IN DUPLICATE SHOWING

P.O. # AND DEPT. TO:  
ACCOUNTS PAYABLE CLERK  
P.O. BOX 619085  
N. MIAMI, FL 33261-9085

City of North Miami

PURCHASING AGENT

CITY MANAGER



**THIS ORDER  
NUMBER  
MUST APPEAR ON  
ALL INVOICES, PACKING SLIPS, CARTONS, CRATES, ETC.**

**No.** 7000000067

**PURCHASE ORDER**

SHIP TO  
CITY

**FLA. SALES TAX EXEMPTION 23-13-324-928-54C**

DATE		F.O.B.		TERMS		BID OR QUOTE NO.		VENDOR NO.		DELIVERY DATE		REQUESTION NUMBER		
24 DEC 2007		DESTINATION				15-25-06		33301				0000000000		
ITEM	QUANTITY	DESCRIPTION										U/M	UNIT PRICE	EXTENDED PRICE
1	2400.0	CLEANING OF 2.400 DATCH DAGING AND HONHOLETS										EA	10.5000	40000.00
2	9040.0	CLEANING AND SETTING OF 9.040 LINEAR FEET OF PIPE.										LF	5.0000	45200.00
U E R O O O C O M M E N T S Our New Fla. Sales Tax Exempt number is: 05-00126216530-5 (effective 5/3/2007-6/30/2012) IN ACCORDANCE WITH CITY OF NORTH MIAMI ITD #13-05-06 APPROVED BY CITY COUNCIL														
ACCOUNT NUMBER		AMOUNT										TOTAL		75200.00

INVOICE IN DUPLICATE SHOWING  
P.O. # AND DEPT. TO:  
ACCOUNTS PAYABLE CLERK  
P.O. BOX 619085  
N. MIAMI, FL 33261-9085

City of North Miami  
Valentina Lavace Patterson  
PURCHASING MANAGER CITY MANAGER

# INVITATION TO BID



SUBJECT: MAINTENANCE OF STORM SEWER CATCH BASINS  
BID #: 15-05-06  
DUE DATE  
& TIME: MAY 16, 2006 @ 3:00 PM  
SUBMIT TO: CITY HALL-CITY CLERK  
ROOM 12, FIRST FLOOR  
776 N.E. 125<sup>th</sup> STREET  
NORTH MIAMI, FL 33161

RECEIVED

MAY 16 2006

CITY OF NORTH MIAMI  
CITY CLERKS OFFICE



## **CITY OF NORTH MIAMI INVITATION TO BID**

The City of North Miami is requesting sealed Bids for Maintenance of Storm Sewer Catch Basins in the City of North Miami, as specified herein.

### **BID SUBMISSION**

Bids will be received by sealed envelope in the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E. 125th Street, North Miami, Florida 33161 until **3:00 P.M. on Tuesday, May 16, 2006** at which time they will be opened and read in the Council Chambers by the Purchasing Agent. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

### **"ITB #15-05-06 - MAINTENANCE OF STORM SEWER CATCH BASINS**

Copies of this Bid Document may be obtain by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll free 1-800-711-1712 and request Document # 15-05-06

### **FOR INFORMATION**

For information on this Invitation to Bid, contact Debbie Falestra, CPPO/CPPB –Purchasing Agent, (305) 895-9886 ext.12135.

### **ACCEPTANCE AND REJECTIONS**

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

Please be advised that the bid(s) is issued subject to City of North Miami Code Section 2-312 prohibiting certain communications with the City, as completely specified in General Conditions of the proposal(s).

**MAINTENANCE OF STORM SEWER SYSTEM  
BID #15-05-06  
MAY 2006**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 until 3:00 p.m., local time on date due.

**1.2 EXECUTION OF BID:**

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

**1.3 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts are to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 60 days from Bid date unless otherwise specified in Special Conditions.

**1.3.1 TAXES:**

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

**1.3.2 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.

**1.3.3 UNDERWRITERS' LABORATORIES:**

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

**1.3.4 BID'S CONDITIONS:**

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

**1.4 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:**

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The City may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

**1.5 EQUIVALENTS:**

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

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

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

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

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

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

- 1.7 SAMPLES:**  
Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.
- 1.8 DELIVERY:**  
Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.
- 1.9 INTERPRETATIONS:**  
Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Agent, 776 N.E. 125th Street, North Miami, FL 33161, Facsimile (305)891-1015.
- 1.10 AWARDS:**  
The City of North Miami reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.
- 1.11 BID OPENING:**  
Bids shall be opened and publicly read in the Council Chambers, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.
- 1.12 INSPECTION, ACCEPTANCE & TITLE:**  
Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.
- 1.13 PAYMENT:**  
Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
- 1.14 DISPUTES:**  
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

- 1.15 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.
- 1.16 PATENTS & ROYALTIES:**  
The Bidder, without exception, shall indemnify and save harmless the City of North Miami, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of North Miami, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.17 OSHA:**  
The Bidder warrants that the product and services supplied to the City of North Miami, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.
- 1.17A SAFETY PRECAUTIONS:**  
The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder
- 1.18 SPECIAL CONDITIONS:**  
Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 1.19 ANTI-DISCRIMINATION:**  
The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 1.20 QUALITY:**  
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.
- 1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**  
Where Bidders are required to enter or go onto City of North Miami property to deliver materials or perform work or services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid.

- 1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**  
Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.
- 1.23 DEFAULT:**  
In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.
- 1.24 CANCELLATION:**  
The City of North Miami, Florida reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.
- 1.25 BILLING INSTRUCTIONS:**  
Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.
- 1.26 SUBSTITUTIONS:**  
The City of North Miami, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.
- 1.27 FACILITIES:**  
The City reserves the right to inspect the Bidder's facilities at any time with prior notice.
- 1.28 BID TABULATIONS:**  
Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.
- 1.29 APPLICABLE LAW AND VENUE:**  
The law of the state of Florida shall govern the contract between the City of North Miami and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.
- 1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**  
If any person contemplating submitting a Bid under this Request for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Agent at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of North Miami Purchasing Agent. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be mailed to each Bidder receiving the Request for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to

the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**1.31 AWARD OF CONTRACT:**

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

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

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

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

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

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

**1.32 ASSIGNMENT:**

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

**1.33 LAWS, PERMITS AND REGULATIONS:**

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

**1.34 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.

**1.35 SPOT MARKET PURCHASES:**

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

**1.36 PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.37 CONFLICT OF INTEREST AND CODE OF ETHICS:**

As provided in Section 2-312 entitled "Bids and Bids" of the City of North Miami Ordinance No. 1066, from the time of advertising until an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-Bid conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

Violation of these provisions the violator shall be subject to an admonition or public reprimand and/or a fine of two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each subsequent violation. In addition to the above described penalties, a particular bidder or Bidder shall render any RFP award, RFQ award or bid award to the bidder or Bidder voidable.



**MAINTENANCE OF STORM SEWER PHASE III**  
**BID #15-05-06**  
**MAY 2006**

**2.0 SPECIAL CONDITIONS:**

**2.1 PURPOSE:**

The purpose of this Bid is to establish a contract, by means of sealed Bids, for all labor and materials to vacuum clean catch basins and/or manholes and jet all piping as specified herein, from a source(s) that will give prompt and efficient service.

**2.2 TERM OF CONTRACT:**

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

**2.3 METHOD OF AWARD:**

Award of this contract may be made to the lowest responsive, responsible Bidder whose Bid is the most advantageous to the City of North Miami.

**2.4 PAYMENT:**

Payment will be made upon final completion of each phase, in groups of 200. The City will pay the contract price minus any liquidated damages and/or other damages to the Bidder upon final completion and acceptance by the City of North Miami.

**2.5 COMPLETION TIME:**

Bidder shall specify on the attached Bid Form the response time necessary to get crews working after receipt of purchase order. Bidder shall also specify on the attached Bid Form the guaranteed completion time for this phase. Bidder shall specify completion time on the Bid Form for the complete cleaning of 200 catch basins. The City will determine the completion time based on 200 catch basins. **The City has approximately 2,000 storm sewer catch basins that require maintenance.**

**2.6 ADDITIONS/DELETIONS OF FACILITIES (NOT USED)**

**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 Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

**2.8 SITE INSPECTION:**

Prior to submitting the Bid, Bidder is required to visit the site of the proposed work and to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may

in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

**2.9 INSURANCE:**

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

- 2.9.1 Worker's Compensation Insurance – as required by law
  - 2.9.2 Employer's Liability Insurance - \$100,000 per occurrence
  - 2.9.3 General Liability Insurance - \$500,000 per person and \$250,000 per accident for bodily injury
  - 2.9.4 Automobile Liability Insurance - \$250,000 per occurrence, \$250,000 per accident for bodily injury and \$250,000 per accident for property damage
- The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

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

**2.10 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this Bid, contact: Debbie Falestra, Purchasing Agent, Facsimile: (305) 891-1015.

**2.11 SAMPLES(NOT USED)**

**2.12 BID CLARIFICATION:**

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Purchasing Department, 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161, FAX: (305) 891-1015. The Bid title/number shall be referenced on all correspondence. **All questions must be received no later than seven (7) days prior to the scheduled Bid opening date.** All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**2.13 TIE BIDS:**

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

**2.14-2.16(NOT USED):**

**2.17 LIQUIDATED DAMAGES:**

The Bidder agrees to pay the City liquidated damages in the amount of \$50.00 per calendar day beyond the guaranteed completion date.

**2.18-2.22(NOT USED)**

**2.23 REFERENCES:**

Each Bid must be accompanied by a list of five (5) references of similar work which shall include the name of the company, a contact person and the telephone number.

**2.24 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the 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.

**2.25 BID SUBMITTAL:**

All Bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting Bid, each Bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

**2.26 BIDDER QUALIFICATIONS:**

In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the Bidder; maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; have available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; and has tested and serviced similar type, size and complexity of such luminaries. The evidence will consist of listing the type of installation lighting projects, for the last five (5) years.

**2.27 LATE BIDS:**

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

**2.28 EXCEPTIONS TO SPECIFICATIONS:**

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

**2.29 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 ONE COPY of the Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

**2.30 CHANGE ORDERS:**

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

**MAINTENANCE OF STORM SEWER SYSTEM III**  
**BID #15-05-06**  
**MAY 2006**

**3.0 MINIMUM SPECIFICATIONS:**

**3.1 PURPOSE:**

The City of North Miami desires to establish a contract to provide all labor, equipment and materials to clean and jet approximately 600 storm sewer catch basins and/or storm sewer manholes with approximately 12,000 linear feet of pipe cleaning within a one (1) year period throughout the city limits of North Miami. The disposal of the debris shall be at a location approved by the City of North Miami.

**3.2 GENERAL CONDITIONS OF WORK:**

3.2.1 If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Bidder in a manner acceptable to the City of North Miami. Such property shall include but not limited to: roads, sidewalks, curbs, driveways, walls, fences, water features, footings, underground utilities, sod shrubs, trees, etc.

3.2.2 Bidder shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, pavers, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the Bidder to make repairs per section 3.2.1.

**3.3 TRAFFIC CONTROL:**

3.3.1 Conduct maintenance to ensure minimum interference with traffic, facility, road, street, walks, and other adjacent occupied or used facilities. Two-way traffic shall be maintained at all times unless prior approval from the City is obtained. Bidder shall provide maintenance/movement of traffic around job site.

**3.4 PROTECTION:**

3.4.1 Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, cones properly placed and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

3.4.2 Bidder must provide protection necessary to prevent damage to property where maintenance is being performed and/or to adjoining properties.

3.4.3 Restore any damage to property to its original condition, at Bidder's expense, as acceptable to the City of North Miami.

**3.5 HOURS OF WORK:**

3.5.1 Bidder shall perform work Monday through Friday from 7:30 a.m. to 4:00 p.m.

**3.6 EMPLOYEES:**

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

3.6.2 All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder, under the Bidder's sole direction, and not

an employee or agent of the City of North Miami. The Bidder shall supply competent and physically capable employees and the City may require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

**3.7 LOCATION OF WORK:**

3.7.1 The catch basins and/or manholes are located within the City of North Miami on City streets at various areas.

3.7.2 The Bidder shall not clean storm sewer basins and/or storm sewer manholes located on State and County Roads. These roads/street are:

County Roads: NW 17<sup>th</sup> Avenue, NW 2<sup>nd</sup> Avenue, North Miami Avenue, Memorial Highway, NE 10<sup>th</sup> Avenue, NE 12<sup>th</sup> Avenue, NE 16<sup>th</sup> Avenue, NE 151<sup>st</sup> Street

State Roads: Biscayne Boulevard, NE 6<sup>th</sup> Avenue, West Dixie Highway, NW 7<sup>th</sup> Avenue, Opa Locka Boulevard, NW 135<sup>th</sup> Street, NE 135<sup>th</sup> Street, NE 123/125<sup>th</sup> Street, NW 119 Street

**3.8 SCOPE OF SERVICES:**

3.8.1 Bidder shall provide all labor, equipment and materials required to clean catch basins/manhole sumps, jetting and cleaning all drainage lines (36" and under) connecting/emanating from approximately 2,000 catch basins/manholes and disposal of sediment per section 3.9.

3.8.2 Bidder shall comply with all applicable Federal, State, County and City regulations.

**3.3 TRAFFIC CONTROL:**

3.3.1 Conduct maintenance to ensure minimum interference with traffic, facility, road, street, walks, and other adjacent occupied or used facilities.

**3.9 WATER SUPPLY:**

3.9.1 Bidder shall be required to obtain a City of North Miami Floating Water Meter. A \$1,000.00 deposit is required to North Miami Water Utility Department. Actual usage will be deducted from the deposit amount upon return of the meter. The water charge is \$1.67/1,000 gallons.

**3.10 CLEAN-UP:**

3.9.1 Bidder shall remove and dispose of, including but not limited to, all sediment and debris daily, leaving City property clean and safe.

3.9.2 Bidder shall be responsible for all applicable licenses and permits needed to transport and dispose of all sediment and debris. Proof of proper disposal (i.e. Bill of Lading) is required.

**3.10 PROJECT IDENTIFICATION:**

3.10.1 No signs or advertisement will be allowed to be displayed at the work site.

## BID FORM

Deliver Bid to:

CITY OF NORTH MIAMI  
Office of the City Clerk  
776 N E 125<sup>th</sup> Street  
North Miami, FL 33161

Bid #15-05-06

Title: Maintenance of Storm Sewer  
Catch Basins

To be opened and publicly read, Tuesday, May 16, 2006 at 3:00 P.M. in Council Chambers. Results and Staff recommendation will be posted in the Purchasing Department.

Vendor Name: F.A. JOHNSON, INC. Terms: See Paragraph 1.3  
1% - 10; NET 30

Vendor Mailing Address: 4700 POWERLINE ROAD F.E.I.D. No: 590595586

City, State, Zip Code: FORT LAUDERDALE FL 33309 Cashier's Check/Bid Bond is attached, when required in the amount of \$ N/A

Telephone: 954 776 5931 Fax: 954 776 5955 Toll Free: (800)

Bid Contact Person (Please print clearly): "PETE" RONALD R. CAMERON

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

All costs for materials, equipment, labor etc. required to complete the project shall be included in the prices.

The Bidder guarantees to start the project within 1 calendar days after receipt of Purchase Order

The Bidder guarantees completion of each purchase order within 30 calendar days

CATCH BASINS/MANHOLES

\$ 19.50 per basin

LINEAR FEET

\$ 5.00 per linear feet

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS INDICATED BELOW:**

Licenses: Sec. 1.21  
Insurance: Sec. 2.8  
References: Sec. 2.23  
Bidder Qualifications: Sec. 2.26  
Copies of Bid: Sec. 2.29  
Warranty: Sec. N/A  
Bid Bond: N/A

Bid Form must be completed & executed in accordance with General Terms & Special Conditions Sec. 2.29

Addendum #1 received MMR  
Addendum #3 received \_\_\_\_\_

Addendum #2 received MMR  
Addendum # 4 received \_\_\_\_\_

*I certify that this Bid is made without prior understanding, agreement, or connections 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.*

MMR  
Authorized Signature (Manual)

RONALD R. CAMERON  
Authorized Signature (Printed)

5-16-06  
Date

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



# City of North Miami

776 Northeast 125<sup>th</sup> Street, P.O. Box 610850, North Miami, Florida 33161-0850  
Tel: 305-895-9886 Fax: 305-891-1015

## ADDENDUM NO. 1

**Date:** May 9, 2006  
**To:** All Potential Bidders  
**Subject:** ITB # 15-05-06 – Maintenance of Storm Sewer Catch Basins  
**Opening Date:** Tuesday, May 16, 2006 @ 3:00 P.M.

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### ANSWERS TO PROPOSER SUBMITTED QUESTIONS

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- Q1:** Could I please have clarification as to how a lowest bidder will be chosen? There are no quantities listed on the bid form. Are we to assume you will add the price for 1 unit of pipe, plus the price of 1 catch basin and whomever is lowest wins? If you are using a different process, could you please elaborate.
- A1:** The bid award will be based upon unit price per catch basin and per linear feet / diameter of pipe.
- Q2:** Is there a bid bond required?
- A2:** No, a bid bond is not a requirement of this bid.
- Q3:** When cleaning the drain, is it the intention of the city to clean the entire length of the pipe? Will there {be} instances in which only the drain is cleaned or only the pipe is cleaned?
- A3:** All catch basins and piping must be cleaned as part of the scope of work of this bid.
- Q4:** Will the city pay dumping fees, or will the city supply an area to dump debris?
- A4:** The City will not pay dumping fees. The awarded vendor will be responsible for all fees. Furthermore, it shall be the vendors' responsibility to locate a legal dumping area for any and all debris.
- Q5:** On page 8 of the bid, under item 1.34, it is stated that "other state agencies may purchase from the resulting contract." Will city, county and state agencies be allowed to purchase from the resulting contract, or just state agencies?
- A5:** Any and all agencies will be allowed to piggyback from this contract.
- Q6:** On page 10 of the bid, under item 2.2, the term of the contract is discussed. {Am I } correct in reading that the initial period of the contract will be three years, with two additional one year extensions available, totaling a potential five years?
- A6:** Yes, that is correct.



- Q7:** On page 10 of the bid, under item 2.4, payment is discussed. It is stated that "payment will be made upon final completion of each phase, in groups of 200." Is this the amount of work that will be released with each purchase order?
- A7:** The initial purchase order will most likely be processed for whatever dollar amount is currently budgeted for FY 05-06. Payments will be made in increments of 200 basins being cleaned.
- Q8:** On page 10 of the bid, under item 2.5, it is stated that "the city has approximately 2,000 storm sewer catch basins that require maintenance." Is this the total amount of basins in the city managed system, and how often is each structure cleaned under your maintenance program? I am trying to determine how many months of the year a VACCON truck will be utilized within the scope of this contract.
- A8:** Yes, the total amount of basins in the City managed system is approximately 2,000. Each structure is cleaned once per year.
- Q9:** On page 12 of the bid, under item 2.30, change orders are discussed. It is stated that "if any change orders are necessary price will not exceed actual cost plus five percent overhead and five percent profit." How is cost to be determined in the case that a change order is required? In addition, our company overhead exceeds five percent. Is this percentage subject to discussion? In addition, is profit in this case being defined as gross profit, or net profit?
- A9:** Section 2.30 that addresses change orders is not open to discussion. Furthermore, profit is to be defined as net profit.
- Q10:** On page 14 of the bid, under item 3.8, scope of services are discussed. Under sub-item 3.8.1, it is stated that the bid should handle "jetting and cleaning all drainage lines." Is it required to perform pipe plugging and dewatering within the price of the bid? What means of inspection is utilized to determine that each pipe has been cleaned properly?
- A10:** Pipe plugging and dewatering are NOT required as part of the scope of work. With reference to the means of inspection of pipes, the City will have inspector present at site location and there will be sporadic inspections via televising.
- Q11:** On page 15 of the bid, there are two pricing line items, catch basins / manholes, and linear feet. Is the bid awarded based on lowest price per basin, or a combination of per basin and per linear feet price?
- A11:** Bid award will be based on price per catch basin.
- Q12:** I do have a couple general questions. First, at each time the contracted company is requested to clean basins, does the company always clean and get compensated for cleaning the attached drainage lines? Second, will there be a staff member from the city available each day of cleaning to inspect the cleaning work and verify the total number of basins and total feet of pipe cleaned?
- A12:** Yes, the awarded vendor will receive compensation for cleaning the drainage lines. Also, a City employee will coordinate with the field supervisor to inspect and confirm the completed work on a daily basis.
- Q13:** Would you please give us some pipe sizes on the project?
- A13:** Pipe sizes range from 12-24 inches in diameter.

Please be sure to note receipt of addendum #1 on your bid form.

Sincerely,  
**Debbie Falestra, CPPO, CPPB**  
 Purchasing Agent



# ***City of North Miami***

776 Northeast 125<sup>th</sup> Street, P.O. Box 610850, North Miami, Florida 33161-0850  
Tel: 305-895-9886 Fax: 305-891-1015

## **ADDENDUM NO. 2**

**Date:** May 12, 2006  
**To:** All Potential Bidders  
**Subject:** ITB # 15-05-06 – Maintenance of Storm Sewer Catch Basins  
**Opening Date:** Tuesday, May 16, 2006 @ 3:00 P.M.

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## **CLARIFICATION**

This is just to "clarify" an issue on the catch basin ITB.

We will be awarding this bid based on the "Catch Basin" price. We still need the price per linear foot, however, it does not carry the same weight as the catch basin price.

The lines have been consistently maintained by our Water & Sewer Division over the years and don't have a lot of build up on them, therefore the jetting will continue to keep them cleaned and maintained.

Please be sure to note receipt of addendum #2 on your bid form.

Sincerely,

*Debbie Falestra, CPPO, CPPB*

**Debbie Falestra, CPPO, CPPB  
Purchasing Agent**