

RESOLUTION NO. 2019-230-3359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A ONE (1) YEAR RENEWAL OF THE PARKS LIGHTING ELECTRICAL MAINTENANCE AGREEMENT WITH PRIMARY VENDOR, IMPERIAL ELECTRICAL AND SECONDARY VENDOR, ELECTRICAL CONTRACTING SERVICE, INC.; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS ON AN AS NEEDED BASIS NOT TO EXCEED THE ALLOCATED BUDGET; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens ("City"), Parks and Recreation Department creates and maintains unparalleled recreational opportunities, unique high quality parks, trails and public spaces, by providing safe, inclusive, environmentally friendly parks, trails and recreation facilities at its sixteen (16) City Parks, and

WHEREAS, in order to take advantage of economies of scale, the City acts as the lead agent for the Southeast Florida Governmental Cooperative Group, which includes the City of Hallandale Beach, City of Tamarac, City of Sunrise and City of Fort Lauderdale, and

WHEREAS, on May 31, 2017, Invitation to Bid (ITB) No. 16-17-029, Parks Lighting Electrical Maintenance, was solicited via BidSync, and

WHEREAS, on June 21, 2017, ITB No. 16-17-029 closed, after receiving two (2) bids from Electrical Contracting Service, Inc. and Imperial Electric Inc., which were publicly read, and

WHEREAS, on November 8, 2017, the City Council approved the award of ITB No. 16-17-02, Parks Lighting Electrical Maintenance, to Imperial Electric, Inc. as the primary vendor and Electrical Contracting Service, Inc. as the secondary vendor with an

initial term of two (2) years with the option to renew annually, not to exceed a maximum of three (3) one (1) year periods, and

WHEREAS, City Staff recommends that the City Council approve the the first renewal of ITB No. 16-17-029, Parks Lighting Electrical Maintenance Agreement, with Imperial Electric Inc., as a primary vendor, and Electrical Contracting Service, Inc., as a secondary vendor, and authorize the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget,


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes a one (1) year renewal of the Parks Lighting Electrical Maintenance Agreement with primary vendor, Imperial Electric Inc. and secondary vendor, Electrical Contracting Service, Inc. and authorizes the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget.

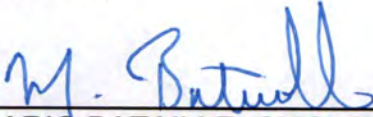
Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON NOVEMBER 13, 2019.



OLIVER GILBERT, III, MAYOR

ATTEST:


MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: Councilman Williams Jr.
Seconded by: Councilwoman Odom

VOTE: 6-0

Mayor Oliver Gilbert, III	<u>X</u> (Yes)	<u> </u> (No)
Vice Mayor Rodney Harris	<u>X</u> (Yes)	<u> </u> (No)
Councilwoman Katrina Wilson	<u> </u> (Yes)	<u> </u> (No) (Absent)
Councilman Erhabor Ighodaro, Ph.D.	<u>X</u> (Yes)	<u> </u> (No)
Councilwoman Lillie Q. Odom	<u>X</u> (Yes)	<u> </u> (No)
Councilman Reggie Leon	<u>X</u> (Yes)	<u> </u> (No)
Councilman David Williams Jr	<u>X</u> (Yes)	<u> </u> (No)



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB 16-17-029

Description/Title: Parks Lighting Electrical Maintenance

Initial Contract Term: Start Date: 11-08-2017 End Date: 11-08-2019

Renewal Terms of the Contract: Max of three (3) (No. of Renewals) Renewal Options for One (1) year annual (Period of Time)

Renewal No. 1 Start Date: 11-09-2019 End Date: 11-08-2020

Renewal No. 2 Start Date: 11-09-2020 End Date: 11-08-2021

Renewal No. 3 Start Date: 11-09-2021 End Date: 11-08-2022

SECTION #1

VENDOR AWARD

Vendor Name: Imperial Electric, Inc.
Vendor Address: 11821 NW 11 Street, Plantation, FL 33023
Contact: Mike Terango
Phone: 954-325-2133 Fax: _____
Cell/Pager: _____ Email Address: mterango@aol.com
Website: _____ FEIN: 01-0635999

VENDOR AWARD

Vendor Name: Electrical Contracting Service, Inc.
Vendor Address: 2375 West 77th Street, Hialeah, FL 33016
Contact: JoAnn Morales
Phone: 305-556-0041 Fax: _____
Cell/Pager: _____ Email Address: ecsinc25@aol.com
Website: _____ FEIN: 59-2552102

VENDOR AWARD

Vendor Name: n/a

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: n/a

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: n/a

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: 11-08-2017 Resolution/Agenda Item No.: 2017-170-3275

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

n/a

SECTION #3**LEAD AGENCY**

Agency Name: City of Miami Gardens

Agency Address: 18605 NW 27th Avenue, Miami Gardens, FL 33056

Agency Contact: Cindy Betty Email cbetty@miamigardens-fl.gov

Telephone: 305-622-8000 Fax: 305-474-1285



City of Miami Gardens

Oliver Gilbert
Mayor

November 20, 2017

Erhabor Ighodaro, Ph.D.
Vice Mayor

RE: Notice of award – ITB No.16-17-029 Parks Lighting Electrical Maintenance

Lisa C. Davis
Council Member

NOTICE OF AWARD

Rodney Harris
Council Member

This is to confirm that the City Council at its meeting held on November 8, 2017, under Agenda Item Number K-8, accepted your proposal response on the above-referenced solicitation.

Lillie Q. Odom.
Council Member

Primary Vendor

Imperial Electric, Inc.
11821 NW 11th Street
Plantation, FL 33023

Felicia Robinson
Council Member

Secondary Vendor

Electrical Contracting Service, Inc.
2375 West 77 Street
Hialeah, FL 33016

David Williams Jr.
Council Member

The award of this contract is in accordance with the terms and conditions of the referenced proposal specifications; contingent upon receipt of the proper insurance documentation naming the City of Miami Gardens as an additional insured.

Cameron D. Benson
City Manager

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Ronetta Taylor, MMC
City Clerk

Thank you for your interest in doing business with the City of Miami Gardens.

Sonja K. Dickens
City Attorney

Sincerely,

Cindy Betty

Cindy Betty
Office of Procurement Management

RESOLUTION NO. 2017-170-3275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING INVITATION TO BID NO. 16-17-029 PARKS LIGHTING ELECTRICAL MAINTENANCE CONTRACT TO IMPERIAL ELECTRIC INC., AS PRIMARY VENDOR, AND ELECTRICAL CONTRACTING SERVICE, INC., AS SECONDARY VENDOR; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, ON AN AS NEEDED BASIS, NOT TO EXCEED THE ALLOCATED BUDGET AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens, Parks and Recreation Department aims to continue to create and maintain unparalleled recreational opportunities, unique high quality parks, trails and public spaces, by providing safe, inclusive, environmentally friendly parks, trails and recreation facilities at its sixteen (16) City Parks, and

WHEREAS, in order to take advantage of economies of scale, the City has acted as the lead agent for the Southeast Florida Governmental Cooperative Group, and prepared specifications for a contract with an initial term of two (2) years and the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) one (1) year periods, and

WHEREAS, co-op Cities participating include the City of Hallandale Beach, the City of Tamarac, the City of Sunrise, and the City of Fort Lauderdale, and

WHEREAS, on May 31, 2017, Invitation to Bid (ITB) Number 16-17-029, Parks Lighting Electrical Maintenance, was solicited, and

WHEREAS, the Invitation to Bid closed on June 21, 2017, and

WHEREAS, two (2) bids were received and publicly read, from Electrical Contracting Service, Inc., and Imperial Electric Inc., and

WHEREAS, City staff evaluated the bids for compliance with the specifications and determined all vendors were deemed responsible and responsive to the requirements of the ITB, and

WHEREAS, inasmuch as several Cities are participating in this contract, the specifications allow for award to a primary and secondary contractor to ensure sufficient coverage, and

WHEREAS, Staff ranked the primary bidder as Imperial Electric Inc., located in Plantation, FL, and the secondary bidder as Electrical Contracting Service, Inc., located in Hialeah, FL, and

WHEREAS, Staff recommends that the City Council award ITB No. 16-17-029 Parks Lighting Electrical Maintenance contract to Imperial Electric Inc., as primary vendor, and Electrical Contracting Service, Inc., as secondary vendor, and

WHEREAS, Staff also recommends Council authorize the City Manager to issue purchase orders, on an as needed basis, not to exceed the allocated budget amount for Park Lighting Electrical Maintenance,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards Invitation to Bid No. 16-17-029 Parks Lighting Electrical Maintenance contract to Imperial Electric Inc., as primary vendor, and Electrical Contracting Service, Inc., as secondary vendor; and further authorizes the City Manager to issue purchase

RESOLUTION NO. 2017-170-3275

orders, on an as needed basis, not to exceed the allocated amount budget for Park Lighting Electrical Maintenance.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON NOVEMBER 8, 2017.



ERHABOR IGHODARO, VICE MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

MOVED BY COUNCILWOMAN DAVIS
SECONDED BY COUNCILWOMAN ROBINSON

VOTE: 6-0

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No) Not present
Vice Mayor Erhabor Ighodaro, Ph.D.	<u> x </u> (Yes)	_____ (No)
Councilwoman Lisa C. Davis	<u> x </u> (Yes)	_____ (No)
Councilman Rodney Harris	<u> x </u> (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	<u> x </u> (Yes)	_____ (No)
Councilwoman Felicia Robinson	<u> x </u> (Yes)	_____ (No)
Councilman David Williams Jr	<u> x </u> (Yes)	_____ (No)

ITB No. 16-17-029

Bid Title: Parks Lighting Electrical Maintenance

Dept.: Public Works

Purchasing Assistant: Cindy Betty



Musco Approved & General Lighting Installs and General Lighting Maintenance & Repairs									
		Company Name			Company Name				
		Electrical Contracting Service, Inc.			Imperial Electric Inc.				
Item No.	Description	Est. Hours	Cost Per Hour	Estimated Cost (Est. Hours X Cost Per Hour)		Est. Hours	Cost Per Hour	Estimated Cost (Est. Hours X Cost Per Hour)	
1	Master Electrician/Supervisor/Foreman	150	\$34.00	\$5,100.00		150	\$30.00	\$4,500.00	
2	Journeyman Electrician	2500	\$53.00	\$132,500.00		2500	\$35.00	\$87,500.00	
3	Apprentice/Helper	2500	\$44.00	\$110,000.00		2500	\$18.00	\$45,000.00	
Total Maintenance Cost TOTAL				\$247,600.00		TOTAL		\$137,000.00	
CONTRACTOR OWNED-LEASED OR RENTED EQUIPMENT WITH OPERATORS, per hour, for all of the following transportation to the sites, as required for projects and specifications:									
Item No.	Description	Est. Hours	Cost Per Hour	Estimated Cost (Est. Hours X Cost Per Hour)		Est. Hours	Cost Per Hour	Estimated Cost (Est. Hours X Cost Per Hour)	
4	Aerial Lift Truck 65' w/operator	300	\$72.00	\$21,600.00		300	\$65.00	\$19,500.00	
5	Aerial Lift Truck 110' w/operator	650	\$77.00	\$50,050.00		650	\$60.00	\$39,000.00	
6	Aerial Lift Truck 135' w/operator	20	\$112.00	\$2,240.00		20	\$65.00	\$1,300.00	
7	30' 2-Man Platform Lift	50	\$37.00	\$1,850.00		50	\$10.00	\$500.00	
8	Auger w/pole setter 9' digging depth w/up to 24" diameter	50	\$93.00	\$4,650.00		50	\$45.00	\$2,250.00	(A)
9	Auger w/pole setter 15' digging depth w/up to 60" diameter	50	\$98.00	\$4,900.00		50	\$45.00	\$2,250.00	(A)
10	Trencher w/line layer	100	\$63.00	\$6,300.00		100	\$25.00	\$2,500.00	
11	Trench w/5' digging depth & rock chain	100	\$63.00	\$6,300.00		100	\$25.00	\$2,500.00	
12	Crane Truck w/operator	200	\$72.00	\$14,400.00		200	\$50.00	\$10,000.00	
Total Equipment Cost TOTAL				\$112,290.00		TOTAL		\$79,800.00	(A)
Award Based on Total Cost (Items 1-12)		Total Cost	TOTAL	\$359,890.00	(A)		TOTAL	\$216,800.00	(A)

(A) Adjusted

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

ITB No. 16-17-029
 Bid Title: Parks Lighting Electrical Maintenance
 Dept.: Public Works
 Purchasing Assistant: Cindy Betty



OVERTIME:

		Company Name	Company Name
		Electrical Contracting Service, Inc.	Imperial Electric Inc.
Item	Description	Cost Per Hour	Cost Per Hour
13	Master Electrician/Supervisor/Foreman	\$49.00	\$60.00
14	Journeyman Electrician	\$68.00	\$55.00
15	Apprentice/Helper	\$57.00	\$35.00

Weekend rates will apply all day on Saturdays and Sundays only

WEEKEND:

		Company Name	Company Name
		Electrical Contracting Service, Inc.	Imperial Electric Inc.
Item	Description	Cost Per Hour	Cost Per Hour
16	Master Electrician/Supervisor/Foreman	\$49.00	\$60.00
17	Journeyman Electrician	\$68.00	\$55.00
18	Apprentice/Helper	\$57.00	\$35.00

HOLIDAY*:

		Company Name	Company Name
		Electrical Contracting Service, Inc.	Imperial Electric Inc.
Item	Description	Cost Per Hour	Cost Per Hour
19	Master Electrician/Supervisor/Foreman	\$49.00	\$60.00
20	Journeyman Electrician	\$68.00	\$55.00
21	Apprentice/Helper	\$57.00	\$35.00

*Bidder must attach a list of holidays observed that qualify for holiday labor rates

ITB No. 16-17-029
 Bid Title: Parks Lighting Electrical Maintenance
 Dept.: Public Works
 Purchasing Assistant: Cindy Betty



EMERGENCY CALL BACK:

Item	Description	Company Name	Company Name
		Electrical Contracting Service, Inc.	Imperial Electric Inc.
		Cost Per Hour	Cost Per Hour
22	Master Electrician/Supervisor/Foreman	\$49.00	\$60.00
23	Journeyman Electrician	\$68.00	\$55.00
24	Apprentice/Helper	\$57.00	\$35.00

		Electrical Contracting Service, Inc.	Imperial Electric Inc.
Item 25			
Bidder must state the minimum number of hours necessary for compensation for emergency call back purposes only (may not exceed 4 hours for any period on the clock, any day, any time)		3 hrs.	2 hrs.
Item 26			
Emergency Repairs response time	Total # of hours to response	3 hrs.	1 hr.
Item 27			
Administrative cost, per hour, for the application and preparation of permitting documentation		\$ 48.00 per hr.	\$ 45.00 per hr.
Item 28			
Administrative cost, per hour, for the preparation of drawings, when requested		\$ 48.00 per hr.	\$ 65.00 per hr.



Contractor shall provide quality equipment, experienced operators, transport capabilities and all other appropriate items to ensure maximum performance of quipment. Payment of the rental due to equipment failure will be prorated to the timeframe when the equipment rented was used prior to failure, dependent upon the total equipment cost of item rented for the original timeframe requested.

ADDITIONAL REQUIRED INFORMATION:

Bidder to state the HOURLY RATES for additional equipment available for projects available under this bid (including operators and transportation) above and beyond the requirements stated on Bid Form above. If you need to use additional sheets, please include the bid number and the name of your company on each sheet.

Electrical Contracting Service, Inc.		Imperial Electrical Inc.	
<u>EQUIPMENT</u>	<u>HOURLY RATE</u>	<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
		Water Truck w/ operator	\$ 65.00 / hr
		Mini Excavator w/ operator	\$ 65.00 / hr
		Arrow Board w/ operator	\$ 60.00 / hr

ADDITIONAL INFORMATION SHEET:

Electrical supplies MAY be purchased under this contract on a strictly COST-PLUS arrangement only, under the terms indicated in General Bid Specification 22. Documentation of awardee's cost must be provided with written estimates if the PPO Department elects to have the awardee replace any type of electrical materials necessary to complete a scheduled work project in a timely manner. The cost-plus mark-up for these materials cannot exceed the percentage indicated.

	Electrical Contracting Service, Inc.	Imperial Electric Inc.
	12%	15%
Installation of one 2" HDPE conduit underground/under foot pavement by directional bore method.	\$ 12 / LF	\$ 10 / LF
Installation of one 3" HDPE conduit underground/under foot pavement by directional bore method.	\$ 14 / LF	\$ 15 / LF
Installation of one 4" HDPE conduit underground/under foot pavement by directional bore method.	\$ 16 / LF	\$ 20 / LF



SECTION I

GENERAL TERMS AND CONDITIONS

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 Procurement Department, City of Miami Gardens, 18605 N. W. 27th Avenue, Miami Gardens, Florida 33056 until time on date due.

1.2 DEFINITIONS: Bid Documents include the Bid Requirements and the proposed Contract documents. The Bid Requirements to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample proposal and contract forms. General Supplementary and other Conditions. Drawings, Specifications and all Addenda issued prior to execution of the Contract. Definitions set forth in the General Conditions, Contract for Construction, or in other Contract Documents are applicable to the Bid Documents.

1. Addenda are written or graphic instruments issued by the Architect or City prior to the execution of the Contract which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.
2. A Bid submittal is a complete and properly signed offer to do the Work for the sums stipulated therein, submitted in accordance with the Bid Documents.
3. The Base Bid is the sum stated in the Bid submittal for which the Bidder offers to perform the Work described in the Bid Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
4. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bid Documents is accepted.
5. A Unit Price is an amount state in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bid Documents.

6. A Bidder is a person or entity who submits a Bid.

7. A Sub-Contractor is a person or entity who submits a bid to a Contractor for materials, equipment or labor for a portion of the Work.

1.3 EXECUTION OF BID: Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. 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 together with bidder's response CANNOT be changed or altered in any way after submitted to the City. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the City as a basis for rejection of this bid, rescission of the award, or termination of the contract.

1.4 PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the 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). Bidders are to list discounts to be given the City 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 90 days from Bid date unless otherwise specified in Special Conditions.



Office of Procurement Management
18605 N.W. 27th Avenue
Miami Gardens, FL 33056
(305) 622 – 8000 FAX (305) 474 - 1285

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

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

1.4.3 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.

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

1.5 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 thirty (30) calendar days after Bid opening. All samples will be disposed of after thirty (30) calendar 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 Office of Procurement Management, 18605 N. W. 27 Avenue, Miami Gardens, Florida 33056.

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 Thursday, excluding holidays.

1.9 INTERPRETATIONS: Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 18605 N.W. 27th Avenue, Miami Gardens, Florida 33056 Facsimile (305) 474-1285.

1.10. OPEN-END CONTRACT: No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Miami Gardens reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various City agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

1.11 CONTRACT PERIOD (OPEN-END CONTRACT): The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the City will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Purchasing may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the



expiration of this contract, the Contractor shall continue the service upon the request of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.12 AWARDS: The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in 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". The City also reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.13 BID WITHDRAWAL: No Vendor may withdraw their bid before the expiration of one hundred and twenty (120) days from the date of the bid opening written notice of withdrawal to the Purchasing Department prior to award of the Contract by the City Council. Any bid submitted which alters the one hundred and twenty (120) day requirement shall be deemed non-responsive. The City of Miami Gardens reserves the right to waive irregularities and to reject any and all bids. Reasonable efforts will be made to either award the Contract or reject all bids within ninety (90) calendar days after bid opening date.

1.14 BID OPENING: Names of bidders shall be publicly read in the Community Conference Room 18605 N.W. 27th Avenue, Miami Gardens, Florida 33056 on the date and at the time specified on the Bid Form. The official time is the time clock located in the City Hall reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. All Bids received after that time shall be returned, unopened.

1.15 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.

1.16 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.

1.17 DISPUTES: Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints. The Procurement Director shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing. Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure. In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk. The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

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



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

1.19 INDEMNIFICATION: Subject to the limitations of Section 768.28 Florida Statutes, PROPOSER shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the PROPOSER, by or on behalf of the PROPOSER, or resulting from any violation by the PROPOSER or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

The City does hereby agree to indemnify and hold harmless PROPOSER, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify PROPOSER from any liability or claim arising out of the negligent performance or failure of performance of PROPOSER or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification.

1.20 PATENTS & ROYALTIES: The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in

the performance of the contract, including its use by The City of Miami Gardens, Florida. If the 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.

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

1.21A 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.

1.22 SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.23 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.

1.24 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.

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



1.26 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.

1.27 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

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 ensuing the completion of the project.

1.28 CANCELLATION: The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- (A) The contractor is determined by the City to be in breach of any of the terms and conditions of the

contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

- (B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- (C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.29 PERFORMANCE: Documented poor performance of contractors on previous contracts with the City of Miami Gardens or other governmental entity may be sufficient cause not to award.

1.30 BILLING INSTRUCTIONS: Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 18605 N.W. 27th Avenue Miami Gardens, Florida 33056.

1.31 SUBSTITUTIONS: The City of Miami Gardens, 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.

1.32 FACILITIES: The City reserves the right to inspect the bidder's facilities at any time with prior notice.

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

1.34 APPLICABLE LAW AND VENUE: The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.35 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS: If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Director at least five (5) 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 Miami Gardens Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified. Only written addenda will be binding.

1.36 CONTRACT: A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein. (B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida. C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder. (D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year. (E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid. (F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid. (G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.37 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 Miami Gardens, which consent may be withheld.

1.38 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.

1.39 OPTIONAL CONTRACT USAGE: Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.40 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.

1.41 WARRANTIES OF USAGE: Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.42 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.

1.43 CODE OF ETHICS: As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of 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/proposal 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.

1.44 NON-COLLUSION: By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.45 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.46 FLORIDA PUBLIC RECORDS ACT: All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right. To the extent required by law, Contractor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Contractor agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. Further, as pursuant to Section 119.0701, Florida Statutes, Contractor agrees to maintain the records until the completion of the contract. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 18605 Northwest 27th Avenue, Miami Gardens, Florida 33056.

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

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

1.49 LOCAL PREFERENCE: In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.50 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS: In accordance with the City of Miami Gardens Code of Ordinance 2008-20-156 regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.51 DRUG FREE WORKPLACE AFFIDAVIT: Pursuant to section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.52 MINORITY BUSINESSES: The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation. Ordinance 2011-01-243 establishes a program enabling the City to collect relevant data to determine if MBE's that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;
- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically



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18605 N.W. 27th Avenue
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- feasible, into smaller tasks or quantities to permit maximum participation by minority businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation of minority businesses;
 - Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

1.53 REVIEW OF PROPOSALS: At any time prior to the bid opening date and time the City reserves the right to cancel or postpone the bid opening or cancel any or all invitations for bids, requests for proposals, requests for quotations, Request For Qualifications or other solicitations, with or without cause. The City shall have the right to reject any or all bids, proposals, or quotations in whole or in part as may be specified in the solicitation documents, when it is in the best interests of the City. The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City

END OF GENERAL CONDITIONS



City of Miami Gardens

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ATTACHMENT A

INVITATION TO BID (ITB) NO. 16-17-029 PARKS LIGHTING ELECTRICAL MAINTENANCE MAY 31, 2017

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The City of Miami Gardens, acting as lead City for the Southeast Florida Governmental Purchasing Co-operative Group, is actively seeking sealed bids from licensed electrical contractor(s) to establish an annual contract for maintenance and repairs of security and sport lighting systems and other general purpose lights on an as needed, when needed basis as specified herein, from sources of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation. Including but not limited to maintenance and repair of basketball court lights, ball fields lights, parking lot lights and other general purpose. Electrical Contractor must be an approved installer by the Musco manufacturer. Letter from Musco must be submitted with bid.

2.2 TERM OF CONTRACT:

It is requested that the bidder(s) quote fixed unit prices that will be guaranteed to the City of Miami Gardens for an initial period of two (2) years, which is expected to begin after contract award. The City reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) one (1) year annual renewals. Annual renewals will be based on the successful bidder(s) agreeing to the same terms and conditions. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract.

No price increase will be accepted during the initial contract period. No more than one price increase will be accepted during the renewal period.

The contractor may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases _5_% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 3% or more, the contractor is required to extend to the City a price decrease equal in percentage to the percentage of the index.

2.3 METHOD OF AWARD:

Award of this contract will be made to the lowest responsive, responsible bidder based upon the lowest total cost. The City reserves the right to award to multiple vendors if it is in the best interest of the City and the Co-Op. If a multiple award is given, Purchase Orders for work will be made on the basis of availability of the bidders to perform the work to the schedule set by the City.



These items and quantities are projections, and shall not be construed as a base bid or a guaranteed amount.

Any estimated work order to cost in excess of \$25,000 may be bid and awarded as a separate contract.

2.4 PAYMENT:

Contractor shall be required to submit written cost estimate of man-hours and materials necessary to perform the work in accordance with the contract rates.

The contractor shall submit daily a detailed report as to the actual hours spent performing the tasks, rest breaks, down times, travel, etc. Non-productive time i.e. poor planning, equipment breakdown, bad weather, etc. shall be at the contractor's expense. Labor shall be billed and paid at the rate bid to the nearest quarter hour. Travel time, picking up parts and materials, etc. shall not be included in billing.

Bidder shall include in the Bid all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees. Overtime must be specifically authorized by the City. No overtime which exceeds the rates quoted in the Bid shall be authorized. Payments shall be made monthly, in arrears, for services rendered the previous month, upon submission of properly certified invoices and/or approved inspection reports. All such information shall be provided to the designated City personnel for approval in advance of payment.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors will receive payment from the purchasing card and have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA; however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card in the designated area of the Bid.

INVOICES:

Invoices for parts and supplies shall be submitted on a percentage above vendor cost for parts and supplies only – no mark-up will be allowed for shipping/freight, if applicable. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

Material costs including unit prices shall be listed as separate item(s). Materials, parts or equipment installed shall be invoiced at successful Bidder's cost to include any and all discounts offered by the supplier. Material prices submitted are subject to verification by City personnel or other sources.



HOURLY RATE:

The hourly rate quoted shall include full compensation for labor as stated above, equipment use, travel time and any other cost to the bidder. Hourly rates will be invoiced for time worked at job location not for travel time to and from Contractor's location. Hourly labor rates are specified as follows:

Hourly Labor Rate I – hourly rate for straight time repairs, i.e. from 7:00 a.m. to 4:30 p.m. (Rate to include labor and travel, parts not included).

Hourly Labor Rate II – hourly rate for overtime repairs, i.e. before 7:00 a.m. or after 4:30 p.m. or on weekends or holidays. (Rate to include labor and travel, parts not included).

2.5 RESPONSE TIME:

A three (3) day response time is required for services. Failure to respond to a service call within the specified time will result in the successful bidder paying any and all costs associated with the repairs performed by a secondary contractor.

The need arises that repairs to field lighting is required where a three (3) day response time is not feasible, the bidder shall specify on the attached Bid Form the estimated response time necessary to get crews working after notification of required services. This response time may be used in the evaluation process in determining recommendation of award. If Contractor is required to repair lights after regularly scheduled hours, the City agrees to pay an overtime rate of one and a half (1.5) times the hourly bid rate.

The City will prepare a purchase order listing the lights for maintenance and/or repairs and locations. The Contractor will be given at least three (3) days' notice prior to the call for services, at which time Contractor will commence operations and continue in a workmanlike manner during normal working hours, until all work authorized on said purchase order(s) is completed.

Contractor will not be compensated for emergency call-back labor rates when it has been determined by the City Representative assigned that the repairs previously scheduled are found to be faulty and substandard. Contractor must be subject to sanction, cancellation of contract and/or default of contract per General Conditions as a result of faulty of substandard work.

2.6 FAILURE TO PERFORM:

If, in the opinion of the City's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace work immediately or discontinue all work under this Contract.

If at any time the City's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.



The City may thereupon look to the next lowest and responsive and responsible contractor to complete the work or advertise for bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

2.7 ADDITIONS/DELETIONS OF FACILITIES:

Although this Solicitation identifies specific properties/locations to be serviced, it is hereby agreed and understood that any property may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required the successful proposer(s) under this contract shall be invited to submit price quotes for these new properties. These quotes are comparable with prices offered similar services, the award(s) may be made to the lowest responsible proposer(s) meeting specifications in the best interest of the City and a separate purchase order shall be issued by the City.

2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

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

PERCENTAGE ABOVE VENDOR COST:

Invoices for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

2.9 INSURANCE: (Please see Exhibit B attached)

2.10 LIQUIDATED DAMAGES:

Purchase Orders will be issued and completion times will be mutually agreed upon between the contractor and the City. Liquidated damages of \$100.00 per calendar day will be deducted from the contract sum for each and every calendar day delay in commencing work or elapsing beyond the specified time for completion for each Purchase Order.

2.11 CONTACT PERSON:

For any additional information regarding the specifications and requirement of this proposal, contact: Cindy Betty, Fax: (305) 474-1285, email: cbetty@miamigardens-fl.gov.

2.12 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Office of Procurement Management, 18605 N.W. 27th Avenue Miami



Gardens, FL 33056, FAX: (305) 474-1285. The bid title/number shall be referenced on all correspondence. All questions must be received no later than **3:00 PM local time on Thursday, June 8, 2017**. 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 CONDITIONS OF WORK:

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 contractor in a manner acceptable to the City. Such property shall include but not limited to: but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

Contractor shall submit to the City authorized personnel for review, pictures or video of the work site(s) having pre-existing damage to structures, parkways, sidewalks, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs per above paragraph.

2.14 PROTECTION:

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

2.15 HOURS OF WORK:

Contractor will perform work Monday through Friday from 7:30 a.m. to 4:30 p.m., excluding holidays unless prior approval is given by the City.

2.16 EMPLOYEES:

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

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Each employee of the Contractor shall be citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidence by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).



Contractor shall assign an "On Duty" supervisor who speaks and reads English.

2.17 SAFETY MEASURES:

Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.18 LICENSE OF BIDDERS:

All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid electrical license for the types of work covered by this Contract and issued by:

- A) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes and registered with the County; or
- B) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Proof of holding such Certificate shall be submitted with bid response. Failure to submit such proof shall result in rejection of the response to this IFB. Contractor shall also submit with bid response a letter from Musco certifying approved installer of Musco products.

If the Electrical Contractor is a joint venture, or a venture or whatever nature or qualifications, it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations (DRP). Joint venture bidders, if not qualified as stated above, may submit qualifications if they have initiated the process with the Florida Licensing Board and have received a letter from the DRP attesting that they have satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

2.19 ACCIDENTS:

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to any who may be injured in the process of the Work.

The Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50



2.20 STORAGE OF MATERIALS:

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus fabric is the responsibility of the contractor and employees. The City of Miami Gardens assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

2.21 PERMITS:

Contractor shall obtain all required permits when applicable. The fee for City of Miami Gardens permits will be waived. However contractor shall pay the Dade County surcharge of \$.60/\$1,000. Contractor must inquire with each participating agency for permitting requirements.

All repairs and maintenance shall comply fully with all local and state laws and ordinances and with all established codes applicable thereto.

All work not stated herein shall be in compliance with the South Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

Contractor is responsible for contacting Sunshine State One Call of Florida (800) 432-4770 www.callsunshine.com for utility locations and must repair all utility or service lines damaged by their repairs immediately upon notice of such damage at Contractor's expense.

2.22 DISPOSAL OF WASTE:

Contractor shall be responsible for disposal of waste materials, rocks, vegetation, concrete, spoil, existing irrigation material, containers and any and all excess materials, etc. at an off site location on a daily basis in accordance with local, state and federal regulations. City dumpsters are not to be used by contractor.

2.23 GUARANTEE:

The successful bidder will be required to guarantee all materials and workmanship for a period of ninety (90) days from acceptance by the City, and repairs and replacements necessary during the guarantee period shall be made by the successful bidder at his expense.

2.24 REFERENCES/CONTRACT EXPERIENCE:

Each bid submittal must be accompanied by five (5) Reference Verification Forms, of similar contract experience for electrical repairs and maintenance services, which shall include contact person, telephone number, facsimile number and e-mail address. It is the responsibility of the bidder to ascertain that the contact person will be responsive.



2.25 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.

2.26 BID SUBMITTAL:

All bids submitted shall include the completed Bid Sheet and all required product information and any other items as indicated on the Bid Sheet. 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 Office of Procurement Management.

2.27 BIDDER MINIMUM QUALIFICATIONS:

In order for bid submittals 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; possess the required licenses; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

NOTE: The City reserves the right to refuse award to any bidder based on prices offered that are deemed to be not in the City's best interests.

2.28 LATE PROPOSALS:

The City of Miami Gardens cannot accept bid submittals received after opening time and encourages early submittal.

2.29 EXCEPTIONS TO SPECIFICATIONS:

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

2.30 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND THREE (3) COPIES of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions by the bid submittal deadline, **3:00 PM local time, Wednesday, June 21, 2017.**



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

STATEMENT OF BIDDER'S EXPERIENCE

PROOF OF INSURANCE

REFERENCES VERIFICATION FORMS

CONTRACTOR QUESTIONNAIRE

SUB-CONTRACT LIST

2.31 PARTICIPATING AGENCIES:

Each participating governmental City will be responsible for issuing its own Purchase Obligations/task orders. Each City will require separate billings, be responsible for payment to the awarded contractor and issue its own tax exemption certificates as required by contractor. Invoicing instructions, site locations, and bonding requirements, if applicable, will be in accordance with the respective City's requirements.

Any reference in this document to a single City, will be understood as referring to all participating agencies referenced in this bid.

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Co-Op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead City. New Co-Op members may participate in any contract, on acceptance and approval by the lead City.

City & Address	Contact	Phone Number
City of Miami Gardens 18605 NW 27 Avenue Miami Gardens, FL 33056	Lindell Miller	305-622-8000
City of Hallandale Beach 400 South Federal Highway Hallandale Beach, DL 33009	Joann Wiggins	954-457-1331
City of Tamarac 7525 NW 88 Avenue Tamarac, FL 33321	Keith Glatz	954-597-3567
City of Sunrise 10770 West Oakland Park Boulevard Sunrise, FL 33351	Holly Raphaelson	954-741-2580
City of Fort Lauderdale 100 N Andrews Avenue Fort Lauderdale, FL 33301	James Hemphill	954-828-5143



City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

**INVITATION TO BID (ITB) NO. 16-17-029
PARKS LIGHTING ELECTRICAL MAINTENANCE**

3.0 PERFORMANCE SPECIFICATIONS

3.1. PURPOSE:

The purpose of this proposal is to establish an annual contract, with a licensed electrical contractor(s) to furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary for maintenance and repairs of security and sports lighting systems and other general lighting as needed when needed for the City's Parks and Recreation Department and the Southeast Florida Governmental Purchasing Co-operative Group.

All preventive maintenance, repair and installation of security, parking lot and sport-type lighting, including related electrical wiring to assure proper compliance with the following standards:

- a) National Electrical Code (NEC)
- b) Underwriters' Laboratories, Inc. (UL) labeling
- c) PCI Design Handbook, 5th edition, PCI MNL – 120-99
- d) Manual for Quality Control for Plants and Production of Structural Precast Concrete Products, PCI MNL-116
- e) Guide for the Design of Prestressed Concrete Poles, PCI JR – 412.
- f) Illuminating Engineering Society of North America (IESNA) handbook, latest edition
- g) Photometric data of an independent nationally recognized testing agencies will be accepted. Photometric data of testing laboratories of luminaire manufacturers may be accepted if certified and approved by the PPO Supervisor assigned
- h) Conformance with any other applicable local codes and standards

All repair work shall be permanent. Contractor may be required to repair, alter, remodel, add to, subtract from or improve any previous exterior luminaire work or installation.

3.2 WORK ORDERS/PURCHASE ORDERS:

- 3.2.1 All schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of City Representative. Contractor's representative is required to attend a pre-job conference/site visit and provide a job estimate prior to any work order(s) or purchase order(s) being issued. All information specific to the project including completion schedules will be discussed at the pre-job conference. Job estimates must be complete and specific with measurements, quantities, time and materials.
- 3.2.2 All requested work must be completed within the timeframe agreed upon and for the amount of the job estimate. Each project must be started and completed within the dates set forth on the Notice to Proceed.
- 3.2.3 Electrical supplies MAY be purchased under this contract at the discretion of the City Representative on a cost-plus basis, solely at the option of the City Supervisor assigned. If electrical supplies are to be purchased under this contract, all supplies must be verified by the submission of an itemized list of supplies proposed for purchase from the identified source, each unit priced by cost, the total price and the contractor's cost-plus mark-up. The City Representative assigned reserves the right to designate electrical supplies for use by the Contractor from materials held by the City with an itemized



inventory. Any remaining electrical supplies supplied by City or purchased from the contractor that may remain after project completion, become the property of City. The City is under NO OBLIGATION to purchase materials under this contract if the electrical supplies can be purchased on other City contracts or in a more cost-efficient fashion.

- 3.2.4 'Parts runs' are not an hourly reimbursable expense under this solicitation.

3.3 EQUIPMENT SUPPLIED:

- 3.3.1 Equipment up to and including those items listed below are considered overhead items covered under the labor rate bid. Specialty trade items for which additional charges are appropriate must be approved on a case-by-case basis. Overhead Equipment Covered Under Labor Rate:

- All light trucks, personnel, and tool transport equipment;
- All hand tools (including power tools) customarily employed in the electrical trade;
- Bucket truck/Aerial Lift truck 59' or less working height;

Equipment up to and including those items listed below are not considered overhead items and shall be listed on the Bid Form Tools and Equipment Not Covered Under Labor Rate:

- Bucket truck/Aerial Lift truck 60' or more working height;
- Trencher to 4' depth
- Crane truck

- 3.3.2 Contractor must either own, lease or rent, in the name of the contractor, at least one 110' bucket truck. A copy of the registration proving ownership or copies of a current leasing or rental agreement, for a minimum period of one year must be included with the bid for review and approval. A letter of intent for a heavy equipment firm pending approval from an equipment leasing or rental firm is also acceptable. A list of equipment, confirming ownership, including size and capability, shall be included with the bid, or upon request. The equipment list must be complete, capable of executing every project for which the bidder submits item prices on the Bid Form.
- 3.3.3 Service trucks must be capable of servicing a minimum of 20-50-amp exterior circuits. Contractor must also have the necessary materials and equipment to locate conduit and wires buried in the ground.
- 3.3.4 Transportation costs for owned - leased or rented equipment not included in 3.3.1 related to specific projects will be reimbursed at the hourly rate for the specific equipment required when picked-up and returned to the contractor's owned-leased or rented location.
- 3.3.5 Transportation costs for owned-leased or rented equipment between City locations will be reimbursed at the hourly rate when the Contractor's personnel are assigned to more than one work location per day.



3.4 EXTERIOR LUMINARIES:

If required, submit shop drawings and product data and/or samples when requested by the City Supervisor assigned. The shop drawings must be of a sufficient size to show necessary detail for each luminaire type, and its components. Catalog cuts or scale drawings will not be acceptable. The Contractor must provide and supply products equal to each facilities operational equipment in order to maintain a consistent stock of items that are common to each installation to avoid an oversupply of unnecessary or outdated products that cannot be used for maintenance and replacements. The Owner may from time to time elect to conduct a complete upgrade of products at each installation, therefore the contractor shall coordinate with the Owner and develop a plan for programmatic and necessary equipment upgrades.

Shop drawings may include but may not be limited to manufacturer's dimensioned scale drawings showing in complete detail the fabrication of all luminaires including finish, metal thickness, fabrication methods, support method, ballasts, socket type of shielding, reflectors, provisions for relamping, EPA for, and all other information to show compliance with NEC and UL.

Luminaire details may vary slightly from those shown on drawings provided the changes do not adversely affect size of installation, durability, performance or appearance of the luminaire. The City reserves the right to subject materials to photometric testing at an independent testing laboratory.

Shop drawings and supporting calculations that contain structural information shall be signed and sealed by a State of Florida-registered Professional Engineer.

When requested, contractor must submit for review and approval one representative sample of any luminaire or component required under the scope of a specific project. After review and approval, luminaire materials are to be shipped to the location indicated by the City Supervisor assigned. Samples are to be provided at no charge to City. Luminaire parts and components not specifically identified or indicated are to be manufactured of materials appropriate for their function, resistant to corrosion as well as thermal and mechanical stresses encountered in the normal application and functioning of the luminaries with particular emphasis on south Florida climatic conditions, wherever possible.

All cast parts, including die-cast members are to be of uniform quality, free from blow holes, pores, hard spots, shrinkage defects, cracks or other imperfections that affect strength and appearance, or are indicative of inferior metals or alloys. Exterior surfaces such as extruded metal parts which do not otherwise receive a finishing coating shall be machined, sanded or similarly treated. All finished castings shall be given a minimum of one coat of baked-on clear methacrylate lacquer unless a painted finish is specified.

Manufacturer shall have a minimum of 10 years of experience in the design and production of their products listed in these Specifications.

3.5 PARKING LOT LIGHTING:

Minimum of 1 foot-candle with a maximum of 12:1, not to exceed 0.05W per square foot.

For high-pressure sodium luminaries, the LLF standard equals 0.90W. or



Alternate Luminaire to be equal to Lithonia DX1 LED 60C 1000 50K TFTM MVOLT HS or DSX2 LED 100C 1000 50 K TFTM MVOLT Pole mounted fixtures on precast concrete poles as specified herein at the height indicated or existing heights.

The City reserves the right of actual performance verification. Computer analysis shall be based upon a 10' grid.

Concrete poles must achieve a minimum 28-day compressive strength of 8,000 PSI. Cement shall conform to the latest requirements of Type III Portland Cement in accordance with ASTM-C150. Maximum size aggregate may be 3/4" (19mm) or 3/4 of the clear spacing between reinforcing steel and surface of pole. Any water reducers, retarders, or accelerating admixtures must conform to ASTM-C494.

Water shall be free from foreign materials in amounts harmful to concrete and embedded steel.

Steel reinforcement and fastener standards:

- a) Deformed steel reinforcement shall conform to requirements per ASTM-A615 for Grade 60 Rebar.
- b) Prestressed steel reinforcement shall conform to uncoated 7-wire, stress-relieved strand per ASTM-A416.
- c) Steel spiral reinforcement shall conform to the requirements per ASTM-A82 and shall not be less than 0.150" diameter.
- d) All structural steel hardware and anchor bolts must conform to ASTM-A36 with zinc alloy AC41A shall conform to ASTM-B240 possessing a hot-dipped galvanized finish per ASTM-A153.
- e) Anchor bolts' threaded end to be HDG for minimum of 12" nuts, with washers and spacers to be fabricated of HDG Steel.

Finishing standards:

- a) Luminaire finish should be applied in a manner that will assure a durable wear-resistant surfacing. Prior to finishing, hot clean surface by accepted chemical means and receive corrosion inhibiting (phosphating) treatment assuring positive paint adhesion.
- b) Exposed metal surfaces, except chromium-plated parts, shall be given an even coat of high-grade methacrylate lacquer, or transparent epoxy.
- c) Aluminum surfaces exposed to weather must receive a duranidic finish for corrosion resistance.
- d) Sheet steel luminaire housings, iron and steel parts, which have not received corrosion inhibiting (phosphating or bonderizing) treatment are to be utilized in exterior applications and made corrosion-resistant by zinc-, hot-dipped zinc galvanizing or cadmium-plating after completion of all forming, welding, or drilling operations.
- e) The minimum thickness of above protective coatings must be:
 - (1) Hot-dipped galvanized zinc coating - .0005".
 - (2) Cadmium-plating - .0001".
 - (3) Electroplate parts operated under temperatures injurious to hot- dipped galvanizing.

Painted reflectors must be completely formed before application of primer and enamel color coatings.



Reflectors and bodies for fluorescent lamp luminaires made of steel of the thickness specified, have a baked-on white synthetic enamel finish and given a suitable primer and white color coats properly applied.

If requested by the CITY Supervisor assigned, contractor must submit a sufficient quantity of flat steel panels having the identical primer and color coats applied in the same manner as proposed for the contract items, for subjection to any one or all of the tests listed herein by a CITY-approved independent testing laboratory. The panels must be of a suitable size and drilled as necessary for a particular test procedure. CITY will bear the cost of all required tests if they pass; the contractor will bear the cost of testing if they fail.

3.6 LAMPS:

Provide lamps for luminaries when requested by the City Supervisor assigned. City reserves the right to provide the lamps from its own stock when it is cost effective to do so. Any remaining lamps not used in any project remain the property of City. Contractor must match replacement fixtures equal to or better than the existing fixtures being replaced to meet minimum standards of the IES for the spaces that re-lamping occurs or where new fixtures are installed. To achieve a uniform lighting levels in spaces where new fixtures are installed, the lighting levels must be equal to or greater the quality of light in spaces where fixtures are changed out.

Lamps as specified for the individual luminaries or lighting equipment must be delivered and installed, leaving luminaries completely lamped and in normal operating condition.

Lamps produced by the manufacturers such as General Electric, Osram-Sylvania Lighting, Lithonia or Phillips should be used. Fluorescent lamps should be F32T8/RS/CW (2900 Lumens), energy savings or equivalent unless specifically noted otherwise. The use of ecologically-friendly lamps must be stressed, wherever practicable. The contractor shall match existing product used in buildings being serviced to maintain uniform equipment standards for lumen output and electrical capacity.

All incandescent lamps must be IF (inside frost) and rated for nominal operation at 130V, extended service, unless specifically noted otherwise. 120V lamps are **NOT** acceptable.

3.7 REFLECTORS:

Reflectors, reflecting cones and baffles should be fabricated from no. 12 aluminum reflector sheets, 0.57" (15- gauge) or heavier, free of any tooling marks, spinning lines and be free of any marks or indentations caused by riveting or other assembly techniques. Ensure that no rivets, springs or other hardware are visible after installation.

Reflectors and baffles must be of first quality, polished, buffed and anodized or Alzak finished, and have a color as selected by the City Supervisor assigned. Reflector and baffles must have modified elliptical contour and produce no apparent brightness from nadir to 40 degrees above nadir, nor the lamp image nor any part of the lamp visible from nadir to 40 degrees above nadir.

Aluminum reflectors, where required, are to be formed and finished as noted on drawings or as directed by the City Supervisor assigned. Reflectors should be free from blemishes, scratches or indentations which would distort their reflective function, finished by means of the Alzak or a similar process.



When requested, awardee shall supply samples of colored aluminum finished in black, brass, bronze, etc., for review by the City Supervisor assigned before fabrication.

3.8 LAMP HOLDERS:

Lamp sockets must be rigidly and securely attached to the luminaire enclosure or husk.

Incandescent and metallic vapor lamp sockets must be fabricated of heavy-duty, heat-resistant porcelain. Plastic or metal sheet sockets cannot be used unless specifically requested by City.

Fluorescent lamp sockets operating with an open circuit voltage in excess of 300V must be of the safety type, and open the supply circuit when the lamp is removed from the sockets.

3.9 WIRING:

Wiring between fluorescent lamp holders, associated operating and starting equipment must be of similar or heavier gauge than the leads furnished with the approved types of ballasts and have equal or better insulating and heat-resisting characteristics.

Wire within housing must be entirely covered with flexible woven fiberglass sleeve. Protect wiring with tape or tubing at all points where abrasion may occur. Conceal wiring within luminaire construction except where the luminaire design or mounting dictates otherwise.

Connections of wires to lamp holder terminals and other accessories must be made in a neat and workmanlike manner and be electrically and mechanically secured with no protruding loose strands. The number of wires extending to or from the terminals of a lamp holder or other accessory shall not exceed the number that the accessory is designed to accommodate.

Wiring channels and wire ways must be free from projections, rough or sharp edges throughout. All points or edges over which conductors must pass and may be subject to injury or wear shall be rounded or bushed.

Insulated bushings are to be installed at points of entrance and exit of flexible wiring.

Junction boxes attached to luminaires must be approved for the number of conductors indicated on the drawings with supplementary junction boxes installed where required and comply with NEC.

For exterior lighting, provide a fuse and fuse holder in the primary side of each ungrounded conductor for all ballasts, at the hand hole of each exterior pole-mounted luminaire or junction box for each wall-mounted luminaire.

Ballasts shall be CWA for designated voltage. The approved manufacturers are Advance, Jefferson, General Electric, Sola or Universal.

All splices in ground boxes shall be sealed with approved sealing packs. The approved brand is 3M Scotch Lock 3570. All conduits entering ground boxes shall be sealed with an approved duct seal in an attempt to prevent the intrusion of water and other objects.



3.10 ILLUMINATION:

Provide illumination computer printouts for all parking lots.

Provide a maintained minimum of 1 foot-candle with a maximum to minimum ratio of 12:1.

Illumination of façade should be accomplished with multiple controlled beam floodlights as shown on luminaire schedule. Floodlights must be contained in aluminum-fabricated housings mounted vertically on the face of each pole.

Luminaries must provide 5 foot-candles average with a maximum to minimum ratio of 4:1.

Provide computer printout of point-by-point vertical foot-candles with the shop drawings and prior to fabrication.

3.11 LIGHTING CONTACTORS:

Lighting contactors shall be electrically operated, mechanically held with double break silver alloy contacts, fully-rated for tungsten, fluorescent or general use loads with interrupting capacity of 300% of rated current and NEMA I enclosure except otherwise specified. Approved manufacturers are ASCO-920RC, Square-D Class 8903, General Electric CR160MB and Westinghouse A202.

3.12 PRESTRESSED CONCRETE POLES:

The poles shall be fabricated in steel molds by the centrifugal spinning process or by static casting methods and have a smooth natural form finish, soft gray in color.

Poles shall be designed and constructed so that all wiring and grounding facilities are concealed within the pole. All hand holes, couplings, inserts for step bolts, thru-bolt holes and ground wire shall be cast into the pole during the manufacturing process.

Poles shall be round or square in cross-section and provide a continuous taper of a minimum 0.18 inches per foot of length to maximum of 0.25 inches per foot, providing a minimum of 1-1/2" of concrete coverage over the reinforcing steel.

All cable entry holes shall be in accordance with the location and sizes as required by the PPO Supervisor assigned, free from sharp edges for passages of electrical wiring. All hand hole frames shall be composed of a non-metallic, non-conductive injection molded material.

Poles, facade, base, anchorage and foundations shall be designed considering application of wind load and dead load. The moment at any point along the length of the pole is the sum of the moments resulting from dead loads and forces from wind loads. The wind force is equal to the wind pressure multiplied by the effective projected area of the objects involved and designed to Florida Building Code standards.

Submit computations of wind loading for approval demonstrating compliance with wind loading requirements.



Bases must be fabricated of cast-in-place or precast concrete. Provide precast concrete as manufactured by Brooks Products for Precast Corporation or by detail of Structural Engineer as shown on approved shop drawings. Contractor is responsible for providing concrete bases for all poles.

Provide 1 PVC conduit for a grounding conductor.

An aluminum nameplate cast into the wall of the pole approximately 4-5" above the ground line identifying the manufacturer, date of manufacture, length, weight, class, City, fabrication number and when required, a purchase order number.

3.13 INSTALLATION:

Contractor must be aware that luminaire locations as indicated on the drawings are approximate. Contractor is responsible to verify future locations with any existing plans provided by the CITY Department or other reference data prior to installation. Contractor is also responsible to check for adequacy and non-interference with other equipment.

Manufactured poles shall be lifted and supported during manufacturing, stockpiling, transporting and erection operations only at the points shown on the shop drawings. Transportation, site handling, and erection shall be performed with acceptable equipment and methods, and by qualified personnel.

Size A3 aggregate gravel or rock must be used to backfill concrete direct burial poles.

Upon completion of the installation, the luminaires and lighting equipment must be in complete operating order, free from defects in condition and finish. At the time of final inspection, luminaires and equipment must be fully lamped, and be complete with required lenses of diffusers, reflectors, side panels, louvers or other components necessary for the proper functioning of the luminaires. Luminaires and equipment must be clean and free from dust, plaster or paint spots. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to the final inspection must be replaced by the Contractor at no additional expense to CITY.

Housings installed directly in concrete should be fabricated of hot-dipped galvanized steel or cast aluminum. Where cast aluminum housings are used, provide two coats of asphaltum paint prior to installation.

Provide 1/8" thick x 2" diameter solid neoprene grommets at every mounting point for all luminaires surface-mounted to concrete structure to prevent direct contact of housing to concrete.

Adjust all directional luminaires to obtain the most uniform light distribution. Orient similar luminaires consistently. Coordinate luminaires with speakers, air grilles, pipes and ductwork.

Luminaire bottoms, edges and ends of rows must be even. Rows shall be straight, aligned and equally spaced in distinct areas. Clean all luminaires of debris and fingerprints and adjust trim to fit surface snugly. Provide all necessary hangers and mounting accessories for a complete installation.



Locate the fluorescent luminaires in the equipment rooms to provide the best illumination of the equipment already installed. Use chains or rods to support luminaires installed below ducts and pipes, as required. Install luminaires after pipes and ducts are installed.

After the installation of luminaires is completed, adjust luminaires after dark under the supervision of the CITY Supervisor assigned.

Upon completion of the luminaire projects, turn on lighting for a continuous 48-hour period in order to observe, replace any burned-out lamps, defective ballasts, fuses and related material.

3.14 GROUNDING:

Install complete grounding system in accordance with NEC 250.

Measure ground grid resistance with earth test megger and install additional ground rods and conductors as required until resistance to ground does not exceed 5 ohms.

Ground bus shall be a minimum of 4 x 1/4" copper, mounted on insulating standoff, complete with lugs for connecting grounding cables.

Ground rods shall be copper clad steel, 3/4" in diameter x 10' long, minimum.

Supplement the grounded neutral of the secondary distribution system by an equipment grounding system. Arrange the equipment grounding system so that all non-current carrying items in close proximity with electrical circuits are maintained continuously at ground potential and provided with a low impedance path for ground fault currents. The system must comply with the NEC 250, modified as indicated and/or specified.

The basic grounding system shall utilize the reinforcing bars in the footings of the building supplemented by ground rods and a connection to a cold water pipe where required to meet the test requirements specified.

Provide, in conduit, a green insulated copper ground conductor as required to the main metallic water service entrance and connect to the supply side of same by means of ground clamps with the conduit: bonded to the ground conductor at each end.

Low voltage system neutrals shall be grounded at the related transformers to the feeder ground and to the nearest cold water line all in accordance with NEC.

Ground conductors, connections and straps must be provided in accordance with NEC.

- a) Equipment grounding conductors must be provided with green insulation, the same type as the associated phase conductors, but not exceeding 600V.
- b) The related feeder grounding conductors are to be connected to the grounding bar with compression indent-type connectors or as specified.

A feeder serving several panel boards must be provided with a continuous grounding conductor which is connected to each related cabinet grounding bar.

Low voltage distribution systems must be provided with a separate green insulated equipment-grounding conductor for each three-phase or single-phase feeder. The required grounding conductor shall be installed in the common conduit with the related phase conductors. Where



there are parallel feeders installed in more than one raceway, provide each raceway with a green insulated equipment ground conductor.

Single phase branch circuits required for lighting and receptacles shall consist of phase and neutral conductors installed in common metallic conduits. Provide flexible metallic conduit equipment connections utilized in conjunction with the branch circuits with approved grounding terminals at each end. Provide single phase branch circuits required for special equipment and all branch circuits installed in nonmetallic conduits with a separate grounding conductor.

Provide in panel boards and other electrical equipment the number and size of pressure connectors on all equipment grounding bars required for the termination of the equipment grounding conductors. In addition to the active circuits, provide pressure connectors for all spares and spaces.

Provide each electrical expansion fitting with a flexible copper ground securely bonded by approved grounding straps on each end of the fitting.

Provide ground conductor from equipment ground bus in motor control center through conduit and flexible metallic conduit to ground terminal in connection box mounted on motor. Where motor has separate starter and disconnect device, the ground conductor originates at the ground bar in the panel board or switchboard supplying these motors and be bonded to each starter and disconnect device enclosure.

Where electric devices such as electric heaters are installed in air ducts, provide a green insulated equipment ground conductor size based on the rating of the over current device supplying the unit. Bond the conductor to each unit air duct, and to the ground in the panel board.

Conduit ground continuity, locknuts, bushings, joiners and similar conduit fittings shall be made sufficiently tight to assure a continuous and permanent metal-to-metal flow throughout each system. Where conduits terminate without mechanical connection to a metallic housing of electrical equipment, provide each conduit with a ground bushing and each bushing connected with a bar copper conductor to the ground bus in the electrical equipment.

Provide an un-spliced main bonding jumper to connect the equipment grounding conductor and the service-equipment enclosure to the grounded conductor of the system within the service equipment or within the service conductor enclosure.

Communication grounding requirements are:

- a) Telephone: Provide 1 no. 6 from main ground bus to ground bus on telephone equipment board
- b) Fire alarm and detection: Provide 1 no. 8 to nearest ground bus
- c) Television distribution system: Provide 1 no. 8 to nearest ground bus
- d) Public address system: Provide 1 no. 8 to the nearest ground bus
- e) Computer networking: Provide 1 no. 6 to the nearest ground bus

Installation requirements:

- a) End-to-end luminaires shall be continuously bonded
- b) Grounding contacts of receptacles shall connect to a system-grounding conductor, NOT the system neutral; by a minimum no. 12 AWG stranded copper wire. The resistance between the contacts and solid earth ground must not exceed 3 ohms.



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- c) Bond all metal parts. Make equipment and bus connections with suitable lugs or clamps. Cad weld all wire-to-ground rod joints. Cad weld all wire-to-wire joints no. 1/0 and over.
- d) Bond all conduits stubbing under switchboards, transformer and similar locations using bonding bushings.
- e) Provide a bond wire in all flexible metal conduits and connect to the boxes at each end in an approved manner
- f) Use PVC for Sleeving grounding conductors, except that where sleeves are subject to extreme injury use rigid metal conduit bonded at both ends
- g) The TV antenna ground wire shall be connected to the main grounding system
- h) Paint buried joints with red glyptal
- i) Ground all transformer secondaries per NEC 250 unless shown otherwise on the drawings
- j) The resistance to ground must be tested and logged by the City in the presence of the City Supervisor assigned in order to assure less than 5 ohms resistance. Testing will be conducted per NEC and Institute of Electrical and Electronic Engineers (IEEE) 142 recommended practices after the complete system has been fully grounded.
- k) For exterior light poles and sport lighting, provide a ground rod inside the Quazite ground box near pole bases with no. 6 AWG copper wire from the pole to the top of the ground rod, per NEC 250.70, Methods of Grounding and Bonding Copper Connection to Electrodes.
- l) Provide an insulated green equipment grounding conductor, sized per NEC 250.122, Minimum Size Equipment Grounding Conductors for Grounding Raceway and Equipment, in each power and/or lighting raceway. City shall bond all associated metal parts of the pole lighting system to the equipment ground conductor.
- J) All systems and equipment must be provided and installed under the current provisions of NFPA 70 and the National Electric Code.



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3.15 PARK LOCATIONS – CITY OF MIAMI GARDENS

Facility	Address	Lighting Poles
A.J. King Park	4230 NW 178 th Street	Wooden Poles
Andover Park	NW 209 Street & NW 1 st Avenue	25' Concrete Poles
Bennett M. Lifter Park	20701 NW 22 nd Avenue	25' Concrete Poles
Betty T. Ferguson Park	3000 NW 199 th Street	Musco
Brentwood Park	19405 NW 32 nd Avenue	Musco
Brentwood Pool	18800 NW 28 th Place	25' Concrete Poles
Buccaneer Park	3100 NW 207 th Street	35' Concrete Poles
Bunche Park	15600 NW 23 rd Avenue Road	Wooden Poles
Cloverleaf Park	303 NW 191 st Street	25' Concrete Poles
Miami Carol City Park	18500 NW 32 nd Avenue	Musco
Myrtle Grove Park & Pool	3030 NW 179 th Street	Musco
North Dade Optimist Park	NW 194 th Street & NW 12 th Avenue	Musco
Norwood Park & Pool	19401 NW 14 th Avenue	Musco
Rolling Oaks Park	18701 NW 17 th Avenue	Musco
Scott Park	17710 NW 15 th Court	Wooden Poles
Vista Verde Park	21001 NW 39 th Avenue	25' Concrete Poles

3.16 PARK LOCATIONS – HALLANDALE BEACH

Facility	Address	Parking Lot Lights	Ballfield Lights	Outside Building Lights	Trail Lights	Accent Lights	Interior Building Lights
Cultural Community Center	410 SE 3 rd Street	X		X		X	X



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BF James Park and Pool	777 NW 1 Ave	X	X	X	X	X	X
City Marina	101 Three Islands Blvd	X		X		X	X
Historic Village	324 SW 2 Ave			X		X	X
Foster Park	609 NW 6 Ave	X		X		X	X
Golden Isles Park	424 Layne Blvd	X			X		
Golden Isles Tennis	500 Egret Drive	X	X	X		X	X
HACC	1000 SW 3 Street		X				
Ingalls Park	735 SW 1 Street	X		X	X	X	X
Scavo Park	900 Three Islands Blvd			X	X	X	X
Johnson Park	1000 NW 8 Ave	X	X	X	X	X	X
School House	648 NW 2 Street	X		X		X	X
Bluestein Park	501 SE 1 Ave	X	X	X	X	X	X
South Beach Park	1870 S Ocean Drive	X		X	X	X	X
Sunrise Park	800 NE 5 Street					X	



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Sunset Park	814 SW 6 Ave					X	
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3.17 PARK LOCATIONS – CITY OF TAMARAC

Facility	Address	Parking Lot Lights	Ballfield Lights	Outside Building Lights	Trail Lights	Accent Lighting
Caporella Aquatic and Wellness Complex	9300 NW 58th Street	Yes	No	Yes	No	No
Tamarac Recreation Center & Multi-Purpose Center (2 buildings)	7501 N. University Dr	Yes	No	Yes	No	No
Tamarac Park	7501 N. University Dr	Yes	Yes - Musco	Yes	No	
Tamarac Community Center	8601 W. Commercial Blvd.	Yes	No	Yes	No	Yes
Colony West Golf Club	6800 NW 88 Ave	Yes- High Pressure Sodium- will be replaced 2017-2018	No	No	No	No
Tephford Park	10003 Southgate Blvd.	No	No	No	No	Yes
Veterans Memorial Park and Gary B. Jones Park for Peoples & Pups	7825 Southgate Blvd.	No	No	No	No	Yes
Sunset Point Park	11000 McNab Rd	Yes	No	No	No	No
Caporella Park	5200 Prospect Rd.	Yes	No	No	No	No
Tamarac Sports Complex	9901 NW 77 th St.	Yes	Yes - Musco	Yes	Yes – LED lighting	No
City Hall/BSO	7725 NW 88 th Ave	Yes	No	Yes	No	Yes



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Public Services Complex	6001 – 6011 Nob Hill Road	Yes	No	Yes	No	No
IT/Utilities	10101 State Street	Yes	No	Yes	No	No
Fire Station 15	6000 Hiatus Rd.	Yes	No	Yes	No	No
Fire Station 41	7501 NW 88 th Ave.	Yes	No	Yes	No	No
Fire Station 78	4801 W. Commercial Blvd.	No	No	Yes	No	No
City-owned street lights throughout city						

3.18 PARK LOCATIONS – CITY OF SUNRISE

Facility	Address	Parking Lot Lights	Ballfield Lights	Outside Building Lights	Trail Lights	Accent Lighting
Roarke Hall / Pool	1720 NW 60 Ave	Yes	No	Yes	Yes	No
Village Beach Club	6767 NW 24 Street	Yes	No	Yes	Yes	Yes
Sunrise Tennis Club / Welleby Pool	9605 W Oakland Blvd.	Yes	Yes	Yes	Yes	Yes
City Park	6800 Sunset Strip	Yes	Yes	Yes	Yes	Yes
Flamingo Park	12855 NW 8 Street	Yes	Yes	Yes	Yes	Yes
Nob Hill Soccer Club Park	10200 Sunset Strip	Yes	Yes	Yes	Yes	Yes
Piper Field	8000 NW 44 Street	Yes	Yes	Yes	Yes	Yes
Golf Village Park	1260 Sunset Strip	Yes	No	Yes	Yes	Yes
Oscar Wind Park	200 N. New River Circle	Yes	Yes	Yes	Yes	Yes
Roller Hockey Complex	5201 NW 103 Ave	Yes	Yes	Yes	Yes	Yes
Sunrise Athletic Complex Park	11501 NW 44 Street: This includes a portion of NW 44 th Street South Swale area adjacent to the Complex. Described as the area between the edge	Yes	Yes	Yes	Yes	Yes



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	of pavement and sidewalk from NW 115 th Terrace to NW 117 th Ave					
Sawgrass Sanctuary	237 N. New River Circle	Yes	No	Yes	Yes	Yes
Shotgun Road Linear Park	799 Shotgun Road	Yes	No	Yes	Yes	Yes
Village Multi-Purpose	2240 NW 68 Ave	Yes	No	Yes	Yes	Yes
Welleby Park	11100 NW 44 Street	Yes	No	Yes	Yes	Yes
Village Park	6801 Sunset Strip	Yes	No	Yes	Yes	Yes
Civic Center	10610 W Oakland Park Blvd: This location includes shrub & bed maintenance only and shall be maintained in compliance with items pertaining to their care. Turf grass maintenance areas are not included at this location.	Yes	No	Yes	Yes	Yes
Senior Center	10650 W Oakland Park Blvd: This location includes shrub & bed maintenance only and shall be maintained in compliance with items pertaining to their care. Turf grass maintenance areas are not included at this location.	Yes	No	Yes	Yes	Yes
Oak Hammock	9220 NW 44 Street	Yes	No	Yes	Yes	Yes
Cypress Preserve	9020 NW 38 Street	Yes	No	Yes	Yes	Yes

3.19 PARK LOCATIONS – CITY OF FORT LAUDERDALE

Facility	Address	Ballfield lights	Solar	Pool Complex Lighting
Bayview Park	4401 Bayview Dr	Yes	No	No



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Bill Keith	1720 SW 17th St	No	Yes	No
Carter Park	1450 W Sunrise Blvd	Yes	No	Yes
Croissant Park	245 West Park Dr	Yes	No	Yes
Floranada Park	5251 NE 14th Way	Yes	No	No
Florence Hardy Park	25 SW 9th St	Yes	No	No
Floyd Hull Park	2800 SW 8th Ave	Yes	No	No
Fort Lauderdale Aquatic Complex	501 Seabreeze Blvd	No	No	Yes
Holiday Park	1150 G. Harold Martin Dr	Yes	No	No
Huizenga Plaza	32 E. Las Olas Blvd	Yes	No	No
Mills Pond Park	2201 NW 9th Ave	Yes	No	No
Osswald Park	2220 NW 21st Ave	Yes	No	No
Riverland Park	950 SW 27th Ave	No	Yes	Yes
Sunset Park	3775 SW 16th St	Yes	No	No
Warfield Park	1000 N Andrews Ave	Yes	No	No



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“EXHIBIT B”

INSURANCE REQUIREMENTS

BIDDERS REQUIREMENTS

All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services.

The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fails to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

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. This insurance must apply to all employees, subcontractors, or other persons fulfilling services within this contract.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured. Insurance in compliance with the above must be in force during the term of this contract. 10 days' written notice must be provided to the City if any cancellation, material change or lapse in coverage occurs.

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 A-, VI or better, in accordance with the latest edition of A.M. Best's Insurance Guide.



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

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

Fidelity/dishonesty coverage - \$500,000 per occurrence

General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations

Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.



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EXHIBIT I - BID SHEET

NAME OF COMPANY: _____

Failure to use the City's pricing sheet page and provide costs for all line items 1-12 as requested in this ITB may deem your proposal non-responsive. Contract will be awarded to responsive, responsible vendor(s).

Prices offered must include furnishing all labor, equipment, travel, materials to include any and all costs including removal/disposal; mobilization/demobilization; for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

Musco Approved & General Lighting Installs and General Lighting Maintenance & Repairs				
Item	Description	Est. Hours	Cost Per Hour	Estimated Cost (Est. Hours X Cost Per Hour)
1	Master Electrician/Supervisor/Foreman	150	\$ _____	\$ _____
2	Journeyman Electrician	2500	\$ _____	\$ _____
3	Apprentice/Helper	2500	\$ _____	\$ _____
Total Maintenance Cost \$ _____				
CONTRACTOR OWNED-LEASED OR RENTED EQUIPMENT WITH OPERATORS, per hour, for all of the following transportation to the sites, as required for projects and specifications:				
Item	Description	Est. Hours	Cost Per Hour	Estimated Cost (Est. Hours X Cost Per Hour)
4	Aerial Lift Truck 65' w/operator	300	\$ _____	\$ _____
5	Aerial Lift Truck 110' w/operator	650	\$ _____	\$ _____
6	Aerial Lift Truck 135' w/operator	20	\$ _____	\$ _____
7	30' 2-Man Platform Lift	50	\$ _____	\$ _____
8	Auger w/pole setter 9' digging depth w/up to 24" diameter	50	\$ _____	\$ _____
9	Auger w/pole setter 15' digging depth w/up to 60" diameter	50	\$ _____	\$ _____
10	Trencher w/line layer	100	\$ _____	\$ _____
11	Trencher w/ 5' digging depth & rock chain	100	\$ _____	\$ _____



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12	Crane Truck w/operator	200	\$ _____	\$ _____
Total Equipment Cost				TOTAL \$ _____
Award Based on Total Cost (Items 1-12)				Total Cost TOTAL \$ _____

OVERTIME:

Item	Description	Cost Per Hour
13	Master Electrician/Supervisor/Foreman	\$ _____
14	Journeyman Electrician	\$ _____
15	Apprentice/Helper	\$ _____

Weekend rates will apply all day on Saturdays and Sundays only

WEEKEND:

Item	Description	Cost Per Hour
16	Master Electrician/Supervisor/Foreman	\$ _____
17	Journeyman Electrician	\$ _____
18	Apprentice/Helper	\$ _____

HOLIDAY*:

Item	Description	Cost Per Hour
19	Master Electrician/Supervisor/Foreman	\$ _____
20	Journeyman Electrician	\$ _____
21	Apprentice/Helper	\$ _____

*Bidder must attach a list of holidays observed that qualify for holiday labor rates

EMERGENCY CALL BACK:

Item	Description	Cost Per Hour
22	Master Electrician/Supervisor/Foreman	\$ _____
23	Journeyman Electrician	\$ _____
24	Apprentice/Helper	\$ _____



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Item 25

Bidder must state the minimum number of hours necessary for compensation for emergency call back purposes only (may not exceed 4 hours for any period on the clock, any day, any time)

_____ hrs.

Item 26

Emergency Repairs response time

Total # of hours to response

_____ hrs.

Item 27

Administrative cost, per hour, for the application and preparation of permitting documentation

\$ _____ per hr.

Item 28

Administrative cost, per hour, for the preparation of drawings, when requested

\$ _____ per hr.

Contractor shall provide quality equipment, experienced operators, transport capabilities and all other appropriate items to ensure maximum performance of equipment. Payment of the rental due to equipment failure will be pro-rated to the timeframe when the equipment rented was used prior to failure, dependent upon the total equipment cost of item rented for the original timeframe requested.

ADDITIONAL REQUIRED INFORMATION

Bidder to state the HOURLY RATES for additional equipment available for projects available under this bid (including operators and transportation) above and beyond the requirements stated on Bid Form above. If you need to use additional sheets, please include the bid number and the name of your company on each sheet.

EQUIPMENT

HOURLY RATE

\$ _____/hr

\$ _____/hr

\$ _____/hr

\$ _____/hr

\$ _____/hr

\$ _____/hr



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ADDITIONAL INFORMATION SHEET

Electrical supplies MAY be purchased under this contract on a strictly COST-PLUS arrangement only, under the terms indicated in General Bid Specification 22. Documentation of awardee's cost must be provided with written estimates if the PPO Department elects to have the awardee replace any type of electrical materials necessary to complete a scheduled work project in a timely manner. The cost-plus mark-up for these materials cannot exceed the percentage indicated. _____%

Installation of one 2" HDPE conduit underground/under foot pavement by directional bore method.
\$/_____/LF

Installation of one 3" HDPE conduit underground/under foot pavement by directional bore method.
\$/_____/LF

Installation of one 4" HDPE conduit underground/under foot pavement by directional bore method.
\$/_____/LF

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall provide removal; replace poles and reposition & lights as specified herein. YES ☐ NO ☐

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

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

Vendor shall hold unit Bid prices firm throughout Contract period YES ☐ NO ☐

Hourly rates will be invoiced for time worked at job location not for travel time to and from Contractor's location.

Dated this _____ day of _____, _____
(Month) (Year)

Bidder Name: _____

Signature: _____



CITY OF MIAMI GARDENS
OFFICE OF PROCUREMENT MANAGEMENT

Solicitation Number: _____

Solicitation Title: _____

Proposing FIRM (Name exactly as provided in proposal):

Date of Verification: _____

Reference Organization: _____

Project Verified (Include Brief Description of the Project):

Person Contacted: _____

Title of Contact: _____

Telephone: _____

Questions

Yes

No

1. Were you satisfied with the firms overall performance?

2. Was the project completed on time?

3. Was the project completed within the approved budget?

4. Would you engage this firm again?

Additional comments provided by Owner's contact:

Signature

Date