



CITY OF WEST MIAMI
901 SW 62ND AVENUE
WEST MIAMI, FLORIDA 33144

HURRICANE IRMA STORM DEBRIS

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
TREE TRIMMING, DEBRIS REMOVAL AND
FEMA APPROVED DISPOSAL

CITY COMMISSION

MAYOR EDUARDO H. MUHIÑA
VICE-MAYOR CANDIDA BLANCA
COMMISSIONER JUAN M. BLANES
COMMISSIONER RHONDA A. RODRIGUEZ
COMMISSIONER LUCIANO L.SUAREZ

YOLANDA AGUILAR, CITY MANAGER

JUAN PENA, DIRECTOR OF PUBLIC WORKS

**CITY OF WEST MIAMI
901 SW 62ND AVENUE
MIAMI, FLORIDA 33144**

**HURRICANE IRMA STORM DEBRIS
PER
REQUEST FOR PROPOSAL NUMBER 201709112017**

The City of West Miami has advertised a Request for Proposal (RFP) on an emergency basis in the City's website and has posted the RFP on a City Marquee. The City of West Miami is soliciting a proposal for tree trimming of hanging tree limbs damaged from Hurricane Irma, removal of storm related debris, removal of tree trunk under two feet (2') in diameter from non-viable trees and hauling to a FEMA approved site for proper disposal of the storm related debris in accordance with State of Florida requirements as of September 12, 2017, City wide, at 901 SW 62 Avenue, West Miami, Florida, providing for all materials, labor, tools and equipment to accomplish the work which generally consists of but is not necessarily limited to:

Item 1 Hurricane Irma storm related damage and debris removal city wide.

The City of West Miami reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of the proposal as they may deem to be in the best interest of the citizens of the City of West Miami.

Proposals, which contain irregularities of any kind, may be rejected as informal.

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CONTRACT NUMBER 201709112017

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CITY OF WEST MIAMI

WEST MIAMI, FLORIDA

1.0 GENERAL CONDITIONS

1.0 PERFORMANCE OF WORK

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation within the City of West Miami for tree trimming of hanging tree limbs damaged from Hurricane Irma, removal of storm related debris, removal of tree trunk under two feet (2') in diameter from non-viable trees and hauling to a FEMA approved site for proper disposal of the storm related debris in accordance with State of Florida requirements as of September 12, 2017, and shall remove all equipment upon completion, and shall perform all work in the best and most workman like manner.

2.0 EXAMINATION OF PREMISES

Before submitting proposals for his work, each Bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to work, including all conditions which will in any way affect the work under the Contract.

3.0 CONCURRENT WORK

Work may be performed concurrently by other utilities, contractors or by the City in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the other work.

4.0 USE OF PUBLIC STREETS

Cleaning of the storm drains and pipes shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any earth, debris or other material shall be removed by the Contractor and the streets shall be maintained clean to the satisfaction of the City. Spillage from trucks shall be immediately removed.

5.0 EXISTING UTILITIES AND STRUCTURES

The Contractor shall be fully responsible for, and make good all damages to buildings, telephone or other cables, sewer, water pipes, pavement, driveways, walls sprinkler systems, survey markers, or other structures which may be encountered whether or not shown on the plans.

6.0 EXISTING LANDSCAPING

The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and on private property adjacent to the work.

7.0 EXISTING SIGNS, UTILITY CASTINGS AND MONUMENTS

All existing signs and utility castings shall be preserved and shall remain in the property of the City of West Miami. Those not reused shall be delivered to the Public Works Department, 901 SW 62nd Avenue. All monuments on private or public lands shall be preserved and not disturbed. Any monument which is disturbed shall be reset by a Registered Florida Land Surveyor.

8.0 STOCK PILING MATERIAL

Contractor shall not stock pile materials on the site under this contract and shall remove debris from within the City limits daily.

9.0 PERMITS

The Contractor shall obtain any required permit.

10.0 TRUCK CERTIFICATIONS OR MODIFICATIONS AND EXTRA WORK

Contractor will provide truck certifications for all trucks removing debris from the City of West Miami, no truck with temporary modifications to increase capacity will be used in the performance of the work. All equipment must have capacity certification certificate. All trucks leaving to a FEMA approved disposal site must have a signed removal and disposal slip from an authorized City Representative. Disposal tickets without a signature will not be paid. All disposal tickets from the disposal site must be submitted for payment of invoices. Disposal tickets without a signature will not be paid. Bills for extras will be allowed only when work is ordered in writing or approved in advance by the Director of Public Works. Work not contained in the Scope of work defined by the City and authorized in writing by the City Manager shall be documented and agreed to in price prior to its being performed. **Work performed without authorization will not be paid.**

11.0 CLEANING UP

The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus materials on a daily basis, unless otherwise directed by the Director of Public Works. In the event of failure or undue delay on the part of the Contractor, the Director of Public Works may employ such equipment and labor as may

be necessary, and charge such costs against the Contractor, and deduct the amount from the moneys due to the Contractor for work performed.

12.0 PAYMENT

Payment will be made in full compensation for all work performed, materials, labor, tools, and equipment furnished and incidental expenses necessary to complete the work. Payment shall be made on submitted invoices with proper backup documentation and approval by City of West Miami Public Works Department. The City will retain ten percent (10%) of all invoices for final inspection by City of West Miami Director of Public Works. Final payment shall be made upon presentation of a complete package containing any permits, City of West Miami signed disposal tickets, truck certifications and FEMA approved site disposal tickets and release of liens from sub-contractors hired in the performance of this contract.

13.0 ACCEPTANCE

Acceptance by the City shall not relieve the Contractor of the responsibility of maintaining any all documents for audits by City of West Miami, State of Florida and FEMA on the services rendered under this contract.

14.0 TRAFFIC MAINTENANCE

The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flag men, and etc., required in accordance with the minimum requirements of the latest *Manual of Uniform Traffic Control Devices*, Chapter VI, whenever and wherever needed for pursuance of the project, and/or as directed by the Director of Public Works. The Contractor shall also coordinate these operations with the City of West Miami Public Works Department and Dade County Department of Transportation, or the Florida Department of Transportation as necessary. The Contractor is hereby notified that the following roadways are under the jurisdiction of FDOT:

- SW 8th Street (Tamiami Trail);
- SW 57th Avenue (Red Road).

The following roadways are under County jurisdiction:

- SW 24 Street (Coral Way);
- SW 67th Avenue (Ludlam Road).

The following roads have dual County and City jurisdiction:

- SW 62nd Avenue;
- SW 16 Street.

It shall be the Contractor's responsibility to protect the public and workmen from construction originating hazards and the Contractors will hold the City harmless and indemnify the City from any injury to workers providing services under this contract.

15.0 INSPECTION

All trucks leaving to a FEMA approved disposal site must have a signed removal and disposal slip from an authorized City Representative. Disposal tickets without a signature will not be paid.

CITY OF WEST MIAMI

2.0 SPECIAL CONDITIONS

1.0 Scope of Work

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation of and for tree trimming, for tree trimming of hanging tree limbs damaged from Hurricane Irma, removal of storm related debris, removal of tree trunk under two feet (2') in diameter from non-viable trees and hauling to a FEMA approved site for proper disposal of the storm related debris in accordance with State of Florida requirements as of September 12, 2017 and shall remove all equipment upon completion, and shall perform all work in the best and most workman like manner.

2.0 Complete Project Required

The specifications describe the various items or classes of work required, enumerating or defining the extent of same where necessary. Failure to list any items shall not relieve the Contractor from furnishing, installing or performing such work, required by any part of the specifications or necessary for the satisfactory completion of the project.

3.0 Tentative Work Schedule

The Contractor shall submit, when requested by the City, schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and the estimated completion dates.

4.0 Pre-Commencement Conference

After the Contract has been awarded and signed, but prior to commencement of work, a pre-commencement conference shall be held. The conference shall be attended by authorized representatives of the City and Contractor. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representatives to be notified. The progress schedule shall be furnished to the Director of Public Works prior to the conference date which will be established by the City. The Contractor will be notified in writing as to the date and place of the conference.

5.0 Liquidated Damages

It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time there shall be deducted from the

compensation due to the Contractor the amount of one thousand dollars (\$1000.00) per day as fixed, agreed and liquidated damages for each day elapsing beyond the specified time for completion or any authorized extension thereof. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the City.

6.0 Indemnification of City by Successful Bidder

The successful bidder shall indemnify and save the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the Contract. The bidder shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments, including attorney's fees, which may issue thereon.

7.0 Contact Person

For any additional information regarding the specifications and requirements of this Contract, contact: JUAN PENA, Public Works Director at (305) 266-4214. The Contractor shall furnish the name, telephone number, pager number, and cellular phone number of the authorized representative(s) at the pre-construction conference.

8.0 Drug Free Workplace Requirement

The award of this Contract must comply with Ordinance 92-15 amending Section 2-8.1 of the Code of Metropolitan Dade County, Florida, effective March 17, 1992, which requires vendors to have a drug free workplace when a contract or purchase exceeds ten thousand (\$10,000.00) dollars. All bidders submitting proposals in conjunction with this solicitation are advised that award of this Contract will be contingent upon receipt of an affidavit attesting to the firm advising each employee in writing of the following:

1. Dangers of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment, that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. The successful low bid vendor will be required to submit this information within fifteen (15) calendar days following written notification of intent to award. Failure to submit this sworn statement within the specified time frame will result in the proposal being rejected and award made to the next low bidder.

Any contract or transaction in violation of this Ordinance is void, and any person who willfully or knowingly supplies false information can be punished by a fine of up to five hundred (\$500.00) dollars or may be considered to be in default of this Contract, or both.

NOTE: In accordance with Administrative Order 7-27, it is County's policy that if a Temporary Agency Employee has had a positive drug or alcohol test for six months from the date of their drug/alcohol screen, they shall be prohibited from working with the County and the Temporary Agency should be notified to send a replacement. Using Departments shall immediately notify GSA-Procurement Management whenever this situation occurs.

9.0 Compliance with Federal Standards

All work to be performed under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA) and minimum wage standards.

10.0 Work Schedule

The Contractor shall only be authorized to work between the hours of 7:30 A.M. and 7:00 P.M., Monday through Friday. Work on Saturday's shall be approved by the Director ahead of work or limited to cleaning only of the areas around the building and no work shall be performed on Sundays or during holidays.

11.0 Estimated Quantities

Estimated quantities are provided for the contractor's guidance only. No guarantee is expressed or implied as to quantities that will be used during the Contract Period. Estimates are based upon the City's needs. Said estimates may be used by the City for purposes of determining the quantities for meeting the needs of the proposed work.

12.0 Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretation of this specification shall be made upon the basis of this agreement.

13.0 Termination of Contract

The City shall have the authority to terminate the Contract in the event the Contractor does not perform within a reasonable time frame (not to exceed _____[_____] days from each inspection).

14.0 Secured Safety Area

Contractor shall provide a safe and secure area around the work site by means approved

by the Director of Public Works. All work is to be performed inside safety area. City will provide temporary "orange" fence area to separate the work areas.

15.0 Hurricane Preparedness

Contractor shall clean area and remove all loose supplies and equipment from the premises, remove all pipe plugs, and halt work at the time an official "hurricane watch" is issued.

16.0 Damages to Existing Utilities and Structures

16.1 The Contractor shall notify the City for locations of existing utilities. The Contractor shall be responsible for protection of located to the character and depth of all marked utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which are marked on the field. The cost of restoration shall be included in the unit price started in the proposal for the related work. No extras for restoration will be allowed.

16.2 The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to the Contractor and the City shall have the right to terminate this contract for cause and non-performance under this contract.

16.3 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the City, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the City and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.

16.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact and shall submit to the City these said names and addresses.

16.5 The Contractor shall comply with the South Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.

16.6 The Contractor shall maintain access to fire hydrants throughout the prosecution

of the work. Hydrants shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

16.7 The Contractor shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act as well as other requirements specified in those Sections and regulations and guideline listed hereunder.

17.0 Existing Vegetation

The Contractor shall preserve existing vegetation and shall be responsible for all damage. Where vegetation must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work replace or restore to the original condition all damages or destroyed vegetation, grassed areas to be replaced with sod. The cost of restoration shall be included in the unit price Bid stated in the proposal for the related work. No extras will be allowed for restoration.

18.0 Permits

The Contractor shall obtain all required occupational licenses and permits referred to in this contract.

19.0 Sub-contracting Work

The successful contractor will be allowed to sub-contract work for this contract with prior notice and authorization/approval by the City, for any work not within his capacity. The bidder shall have in their possession all equipment necessary to perform the work. Provide information of equipment to be utilized in performing the work.

20.0 Sanitary Facilities (not applicable)

The Contractor shall supply temporary (portable) sanitary facilities for use by the Contractor's personnel during the duration of work. Sanitary facilities shall be located and moved as directed by the City.

21.0 Stock Piling and Storage

No stock piling of material and or equipment on the job site will be allowed without prior written approval of the Director of Public Works or as stipulated in the contract specifications. Debris shall not be stockpiled under any circumstance, but shall be removed from the premises.

22.0 Placement of debris container

Due to the limited space in the Municipal complex, placement of any debris container shall require authorization from the Director of Public works.

23.0 Performance and Payment Bond

A Performance and Payment Bond shall be required by the Contractor with the City of West Miami, in the full amount of the contract price, in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the contract and specifications therefore, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the contract and indemnifying and saving harmless said City of West Miami from any expense, loss, or cost arising from and out of the improper performance of said contract, including reasonable attorney fee.

24.0 Insurance

The Contractor shall have and furnish to the City Workman's Compensation insurance to comply with the Florida Statutes with Employers Liability in the minimum limit of \$300,000.00. The Contractor shall also have and furnish to the City of West Miami Public Liability and Contractual Liability Insurance for Bodily Injury in the minimum limits of One Million Dollars (\$1,000,000.00) for Bodily Injury to each person and occurrence and further for minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage liability on each occurrence, or the Contractor may have and furnish combined single limit coverage for both Bodily Injury and Property Damage Liability in a minimum limits of One Million Dollars (\$1,000,000.00). All policies shall name the City of West Miami, Florida, as an additional insured, and all shall be in forms and in insurance company or companies satisfactory to the City and shall protect the City from any loss due to any claim arising from or out of the contract work and shall be first approved by the City within five (5) days from the signing of the contract. Original policies or proper certificates of such coverage shall be filed with the City at the time of such approval.

25.0 Qualifications

The Contractor, before the award of Contract, may be required to establish that he has the necessary facilities, plant, experience and financial resources to perform the work in a satisfactory manner and maintain at his own expense in a sanitary condition such accommodation for the use of his employees as is necessary to comply with the requirements and regulations of the State Board Health or the Dade County Health Department. He shall neither commit nor allow any public nuisance. He shall provide any adequate supply of drinking water for his employees.

26.0 The Contractor shall preserve from damage all property, public or private, by consequence of his operations, and whatever such damage occurs, shall be immediately

restored to its original condition by the Contractor and at his own expense. In case of failure do to so, upon forty-eight (48) hours notice, the City may proceed to repair such damage as he may deem necessary, and charge the cost thereof to the Contractor under his Contract.

- 27.0 The Director of Public Works is to indicate the points of beginning, the order of procedure and schedule of work, so that maximum working time may be afforded the Contractor with minimum interference with other work, or the normal use of streets or other facilities. Ass agreed in the stipulations of the contract by both parties.
- 28.0 If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workmen and equipment to insure the prompt completion of the work, or shall perform the work unsuitably, or shall discontinue the prosecution of the work, or from any other cause whatsoever shall not carry on the work in an acceptable manner and in accordance with the terms of the Contract, it shall be deemed a breach of this contract and the City shall have the right to terminate this contract. In addition, the City may give notice in writing to the Contractor and his Surety of such dally, neglect, or default, and upon the Contractor's failure to comply with such notice, shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract in an acceptable manner. All costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any money due or which may become due the Contractor, in cases where the expense so incurred by the City is less than the sum which would have been payable under the Contract. If the work has had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In cases where such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.
- 29.0 The Contract will not be executed, nor will payments be made to the Contractor unless Contractor has furnished proof to the City of West Miami that said sub-contractor holds a valid license issued for required within the State of Florida.

5.0 Contract Agreement

THIS AGREEMENT, made this ___ day of _____, 2017, by and between City of West Miami, hereinafter called "OWNER" and _____, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR".

WITNESS TO: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the work and shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation of and for tree trimming, for tree trimming of hanging tree limbs damaged from Hurricane Irma, removal of storm related debris, removal of tree trunk under two feet (2') in diameter from non-viable trees and hauling to a FEMA approved site for proper disposal of the storm related debris in accordance with State of Florida requirements as of September 12, 2017 work per submitted CONTRACT BID and specifications of the City of West Miami.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within five (5) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ___ calendar days. Unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the Contract DOCUMENTS and comply with the terms therein per Lump Sum:

_____ Dollars _____ cents. Per cubic yard of storm related debris disposal.

5. The CONTRACTOR, by proffering this PROPOSAL, WARRANTS and CERTIFIES that the COST of complying with FLORIDA TRENCH SAFETY ACT is included and part or the TOTAL AMOUNT of BID under Article Four (4) of this Agreement.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Contractor shall provide adequate notice to the City of the number of crew members/workers providing services under this contract and shall supply the City with adequate assurance that all wages have been paid to individual workers or subcontractors.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three copies) each of which shall be deemed an original on the date first above written.

(Seal)

OWNER: City of West Miami

BY: _____

Name: Yolanda Aguilar

Title: City Manager

ATTEST:

Name: _____

(Please type)

Title: _____

(Seal)

Contractor: _____

Name: _____

(Please type)

Address: _____

ATTEST:

Name: _____

(Please type)

Title: _____

Contract #201709112017

6.0 CITY MAP

