

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> STREET; BLDG. 5 SUITE 200  
MIAMI GARDENS, FLORIDA**

## **ADDENDUM NO. 1**

**Date:** June 22, 2009

**To:** All Potential Bidders

**Subject:** ITB# 08-09-047 Inspection & Testing Laboratory Services

**Opening Date:** July 2, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'bid proposal' form. Failure to do so may subject the Bidder to disqualification.

### **REVISIONS**

#### **3.3 LABORATORY SERVICES:**

The vendor(s) shall have a fully capable materials testing laboratory. The laboratories providing testing services shall be accredited from Construction Materials Educational Council (CMEC) and validation from the Army Corps of Engineers. Vendor(s) providing Soils Foundation & Material Testing shall be pre qualified by Miami-Dade County under Category 9.0 and Sub-Categories 9.02, 9.03 and 9.04. Vendor(s) shall have a current FDOT qualification for an approved materials testing laboratory. The laboratories must maintain and keep accurate records of all calibration checks as required to meet Federal and State guidelines.

The vendor(s) shall provide copies of accreditations, validations, qualifications and all certifications from accrediting agencies with bid submittal.

All else remains the same.

Please note receipt of Addendum No. 1 on your Bid Submittal Form.

Sincerely

Elena Varona  
Buyer

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> STREET; BLDG. 5 SUITE 200  
MIAMI GARDENS, FLORIDA**

## **ADDENDUM NO. 2**

**Date:** June 25, 2009

**To:** All Potential Bidders

**Subject:** ITB# 08-09-047 Inspection & Testing Laboratory Services

**Opening Date:** July 2, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the "bid proposal" form. Failure to do so may subject the Bidder to disqualification.

### **REVISIONS**

#### **3.3 LABORATORY SERVICES:**

The vendor(s) shall have a fully capable materials testing laboratory. The laboratories providing testing services shall be accredited from Construction Materials Educational Council (CMEC). Validation from the Army Corps of Engineers is optional. Vendor(s) providing Soils Foundation & Material Testing shall be pre qualified by Miami-Dade County under Category 9.0 and Sub-Categories 9.02, 9.03 and 9.04. Vendor(s) shall have a current FDOT qualification for an approved materials testing laboratory. The laboratories must maintain and keep accurate records of all calibration checks as required to meet Federal and State guidelines.

The vendor(s) shall provide copies of accreditations, qualifications and all certifications from accrediting agencies with bid submittal.

All else remains the same.

Please note receipt of Addendum No. 2 on your Bid Submittal Form.

Sincerely

Elena Varona  
Buyer

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> STREET; BLDG. 5 SUITE 200  
MIAMI GARDENS, FLORIDA**

**ADDENDUM NO. 3**

**Date:** June 26, 2009

**To:** All Potential Bidders

**Subject:** ITB# 08-09-047-Inspection & Testing Laboratory Services

**Opening Date:** July 2, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the "bid proposal" form. Failure to do so may subject the Bidder to disqualification.

**Questions received in writing with City answers below:**

Q.1: Does this bid require a Bid Bond?

A.1: No.

Q.2: Do we need to include a Public Entity Crimes Affidavit with Bid?

A.2: No. Please refer to General Conditions section 1.37 Public Entity Crimes.

All else remains the same.

Please note receipt of Addendum No. 3 on your Bid Form.

Sincerely

Elena Varona  
Buyer

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> STREET; BLDG. 5 SUITE 200  
MIAMI GARDENS, FLORIDA**

**ADDENDUM NO. 4**

**Date:** June 30, 2009

**To:** All Potential Bidders

**Subject:** ITB# 08-09-047-Inspection & Testing Laboratory Services

**Opening Date:** July 2, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the "bid proposal" form. Failure to do so may subject the Bidder to disqualification.

**Questions received in writing with City answers below:**

Q.1: Based on Addendum No. 2, do we only need to price items within sections 9.02, 9.03 and 9.04, or do we price the complete "Price Sheet" pages 23-43?

A.1: Provide prices on "Price Sheet" pages 23-43.

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All else remains the same.

Please note receipt of Addendum No. 4 on your Bid Form.

Sincerely

Elena Varona  
Buyer



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

The City of Miami Gardens is requesting sealed bids from qualified companies to provide inspection and testing laboratory services.

### **PROPOSAL SUBMISSION**

Proposals will be received by sealed envelope in the Office of the City Clerk of Miami Gardens, 1515 N.W. 167<sup>th</sup> Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169 until 2:00 P.M. on July 2, 2009, at which time they will be opened and read in the Council Chambers by the Procurement Buyer. Proposals received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

### **“ITB# 08-09-047– INSPECTION & TESTING LABORATORY SERVICES”**

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll free 1-800-711-1712 and request Document #08-09-047 or may be found on the City’s web site at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov). Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

### **FOR INFORMATION**

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

### **ACCEPTANCE AND REJECTIONS**

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

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

**INSPECTION AND TESTING LABORATORY SERVICES**  
**ITB# 08-09-047**  
**JULY 2, 2009**

**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 City Clerk, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg 5 Suite 200, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

**1.2 EXECUTION OF BID:**

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

**1.3 PRICES QUOTED:**

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

**1.3.1 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.

**1.3.2 MISTAKES:**

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

**1.3.3 UNDERWRITERS' LABORATORIES:**

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

**1.3.4 BID'S CONDITIONS:**

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

**1.4 EQUIVALENTS:**

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

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

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

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

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

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

**1.6 SAMPLES:**

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

**1.7 DELIVERY:**

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

**1.8 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 622-8001.

**1.9 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.

**1.10 BID OPENING:**

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

**1.11 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.

**1.12 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.

**1.13 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 Manager 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.

**1.14 LEGAL REQUIREMENTS:**

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

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

**1.15 INDEMNIFICATION:**

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

Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**1.16 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.

**1.17 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.

**1.17A SAFETY PRECAUTIONS:**

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

**1.18 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.19 ANTI-DISCRIMINATION:**

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

**1.20 QUALITY:**

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

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

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

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

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

**1.23 DEFAULT/FAILURE TO PERFORM:**

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

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated 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 in ensuing the completion of the project.

**1.24 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.

**1.25 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, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

**1.26 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.

**1.27 FACILITIES:**

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

**1.28 BID TABULATIONS:**

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

**1.29 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the City of 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.

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

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement

Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

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

**1.31 CONTRACT:**

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

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

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

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

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

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

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

**1.32 ASSIGNMENT:**

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

**1.33 LAWS, PERMITS AND REGULATIONS:**

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

**1.34 OPTIONAL CONTRACT USAGE:**

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.

**1.35 SPOT MARKET PURCHASES:**

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

**1.36 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.

**1.37 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.

**1.38 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.

**1.39 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).

**1.40 PROHIBITION OF INTEREST:**

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

**1.41 FLORIDA PUBLIC RECORDS ACT:**

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

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

**1.42 TIED BIDS:**

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

**1.43 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 5% 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.

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

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

**1.45 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.

**1.46 SMALL, MINORITY, AND WOMEN'S BUSINESSES:**

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**“ITB# 08-09-047– INSPECTION & TESTING LABORATORY SERVICES”  
JULY 2, 2009**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this solicitation is to establish a term contract, by means of sealed bids, with licensed company(s) for “on call” inspection and testing laboratory services on an as needed, when-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service.

**2.2 TERM OF CONTRACT:**

It is requested that bidders quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of one (1) year. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) years. 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. The successful bidder shall notify the City in writing not less than ninety (90) days prior to renewal date of any adjustment in the contract amount.

**2.3 METHOD OF AWARD:**

The City reserves the right to award this contract to multiple bidder(s) if it is deemed to be in the best interest of the City. Award based on price, and qualifications of responsive, responsible bidder.

**2.4 PAYMENT:**

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the contract. Invoices will be subject to verifications and approval by the requesting department.

Bidder(s) shall submit (with the invoice on a per securing basis) a detailed report as to the actual square feet required to complete the task.

**PURCHASING CARD PROGRAM:**

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents shall presently 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 on Bid Form.

**2.5 COMPLETION TIME:**

The City’s Project Manager will notify vendor at least 24 hours prior to testing. No test result shall be provided longer than 14 calendar days. Tests requiring seven (7) days shall be provided not later than next day.

**2.6 ADDITIONS/DELETIONS OF FACILITIES: (Not Used)**

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

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract;

provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

**2.8 SITE INSPECTION: (Not Used)**

**2.9 INSURANCE:**

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

- 2.9.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000  
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.9.2 Fidelity/dishonesty coverage - \$500,000 per occurrence
- 2.9.3 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.9.4 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

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

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

**2.10 CONTACT PERSON:**

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

**2.11 SAMPLES: (NOT USED)**

**2.12 PROPOSAL CLARIFICATION:**

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: [evarona@miamigardens-fl.gov](mailto:evarona@miamigardens-fl.gov) The proposal title/number shall be referenced on all correspondence. All questions must be received no later than five (5) calendar days before the due date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**2.13 REQUIRED LICENSES:**

Vendor shall provide certifications/licenses and Miami-Dade County certification with bid submittal.

**2.14 LICENSES, PERMITS AND FEES:**

The vendor shall obtain and pay for all licenses, permits and inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or vendor for failure to obtain required licenses or permits shall be borne by the vendor.

**2.14 SUB-CONTRACTORS QUALIFICATIONS:**

The contractor shall not enter into sub-contracts for any of the work described herein, unless authorized in advance by the City.

**2.15 REFERENCES:**

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, 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. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

**2.16 LIQUIDATED DAMAGES: (Not Used)**

**2.17 WARRANTY:**

The successful bidder will be required to warranty all work performed. Bidder shall warrant its products and/or service against faulty labor and/or defective material for a one (1) year period.

The bidder shall promptly correct any deficiency, at no charge to the City, within five (5) calendar days after the bidder is notified of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the City for this work or items.

**2.18 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.

**2.19 PROPOSAL SUBMITTAL:**

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

Before submitting proposal, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

**2.20 BIDDER QUALIFICATIONS:**

In order for proposals to be considered, bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

**2.21 LATE PROPOSALS:**

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

**2.22 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Proposal 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.

**2.23 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:**

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND THREE COPIES of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

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

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

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

**“ITB# 08-09-047– INSPECTION & TESTING LABORATORY SERVICES”**  
**July 2, 2009**

**3.0 MINIMUM SPECIFICATIONS:**

**3.1 PURPOSE:**

The purpose of this solicitation is to establish a term contract, with licensed company(s) to furnish all labor, supervision, materials, equipment required for “on call” inspection and testing laboratory services on an as needed, when-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service. This contract may not be an exclusive contract.

**3.2 TESTING STANDARDS:**

All tests performed shall be in compliance with ASTM Quality Control Standards and all other Referenced Construction Industry Standards not specifically referenced herein but are necessary to perform the level of Service Customary for Materials Testing and Inspection Organizations. Some of standards not herein before described are, but are not necessarily limited to AASHTO, FDOT, AWA, ACI, DCPW, HRS, The Asphalt Institute, EPA, ASCE, ASHRAE, etc. The bidder shall demonstrate by submission of bids that the bidder has the capability and capacity to provide all required services in compliance with all standards.

All Geotechnical services conducted on roadways, streets and right of way shall be performed to meet FDOT, DCPW, and CMGPW standards.

**3.3 LABORATORY SERVICES:**

The vendor(s) shall have a fully capable materials laboratory. The vendor(s) laboratory shall have a Quality Control Program in conformance to the provision of ISO 900 that includes provisions for checking test equipment and lab personnel proficiency. The laboratory must maintain and keep accurate records of all calibration checks as required to meet Federal and State guidelines.

**3.3 GENERAL LOCATION OF WORK:**

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

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

**3.4 PROTECTION:**

3.4.1 The successful bidder 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 work area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the contractor.

- 3.4.2 Bidder must provide the protection(s) necessary to prevent damage to property where the services are being performed including adjoining properties.
- 3.4.3 Restore all damage to property or properties to its original condition, at bidder's expense, as acceptable to the City.

**3.5 EMPLOYEES:**

- 3.5.1 Successful bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.
- 3.5.2 All employees of the bidder shall be considered to be at all times the sole employees of the bidder, under the bidder's sole direction, and not an employee or agent of the City. The bidder shall supply competent and physically capable employees and the City may require the bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.
- 3.5.3 Bidder shall assign an "On Duty" supervisor who speaks and reads English (on duty means that the supervisor shall be present at the work site at all times during the conduct of work).

**3.6 STORAGE OF MATERIALS:**

- 3.6.1 Contractor must provide for its own storage of material and equipment. No on-site storage is permitted at the work area or other public areas. Contractor is responsible for all of his equipment, all materials, and etc. during construction of project.
- 3.6.2 Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus products is the responsibility of the contractor and Contractor's 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.

**3.7 DISPOSAL OF WASTE:**

- 3.7.1 Contractor shall be responsible for disposal of waste materials, 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.

**3.8 PERMITS:**

- 3.8.1 Contractor shall obtain all required permits. The fee for City permits will not be waived. City will reimburse Contractor the cost of permits only.
- 3.8.2 All work not stated herein shall be in compliance with the Florida Building Code 2004 Edition as amended and all other national, state, and local codes and regulations. All permits to be posted on job site.

### **3.9 BID CHECK LIST**

**YES\_\_\_ NO\_\_\_ 1. Copy of appropriate License and Permits**

**YES\_\_\_ NO\_\_\_ 2. Proof of ability to obtain insurance**

**YES\_\_\_ NO\_\_\_ 3. Bid Submittal Price**

**YES\_\_\_ NO\_\_\_ 4. Bid signed by authorized representative**

**YES\_\_\_ NO\_\_\_ 5. Vendor Representative Contact information**

**YES\_\_\_ NO\_\_\_ 6. Bid prepared in duplicate**

**YES\_\_\_ NO\_\_\_ 7. Business Tax Receipt**

**YES\_\_\_ NO\_\_\_ 8. General Contractors License**

**YES\_\_\_ NO\_\_\_ 9. Accept VISA Credit Card for payment**

**YES\_\_\_ NO\_\_\_ 10. References listed**

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

## BID SUBMITTAL

**Deliver Proposal to:**

**CITY OF MIAMI GARDENS  
OFFICE OF THE CITY CLERK  
1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200  
Miami Gardens, Florida 33169**

**BID #08-09-047  
Title: Inspection &  
Testing Laboratory Services  
July 2, 2009**

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(Vendor)

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

**Gentlemen:**

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

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

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

The undersigned accepts the invoicing and payment policies.

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

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

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the Inspection and Testing Laboratory Services shall be included in this price.

**SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:**

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

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**Authorized Signature(Manual)**

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**Authorized Signature (Printed)**

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**Date**

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**Corporate Seal**

**Deliver Proposal to:**

**CITY OF MIAMI GARDENS  
Office of the City Clerk  
1515 NW 167 Street  
Bldg 5, Suite 200  
Miami Gardens, FL 33169**

**ITB# 08-09-047  
Title: Inspection & Testing  
Laboratory Services**

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**To be opened and publicly read, Thursday, July 2, 2009 at 2:00 P.M. in Council Chambers.**

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**Vendor Name: Terms: Proposer see Paragraph 1.2**

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**Vendor Mailing Address: F.E.I.D. No:**

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

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**Telephone :( ) Fax:( ) Toll Free: (800)**

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

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

**All costs for materials, equipment, labor, supervision etc. required to complete the project(s) shall be included in this price.**

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b><u>1. ASPHALT CONCRETE</u></b>		
	(Includes Travel, Milage, Delivery, Certified Report and Cylinder Pick-Up.)		
1	<b>A.</b> Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute per Asphalt Institute Manual Series No. 2	\$	Per Mix
2	<b>B.</b> Analysis of Special Design Mix	\$	Per Mix
3	<b>C.</b> Marshall Properties (FDOT Procedures) (Aviation P-401/P-405)	\$	Per Set
4	1C.1 Stability per ASTM D-1559 or AASHTO D-T 245 (3 Specimen per Set)	\$	Per Set
5	1C.2 Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen)	\$	Per Set
6	1C.3 Density per ASTM D-2726 (Set of 3 Specimen)	\$	Per Set
7	1C.4 Air Voids per ASTM- 3203 (Set of 3 Specimen)	\$	Per Set
8	1C.5 Maximum Density per ASTM D-2041	\$	Per Set
9	1C.6 Particle Coating per ASTM D-2489	\$	Per Sample
10	1C.7 Sampling/Prep. Per ASTM D-1559 / D-2726	\$	Per Sample
11	1C.8 Bulk Specific Gravity of Drilled Core per ASTM D-2726	\$	Per Core
12	1C.9 Moisture Content - Drying per ASTM C-566	\$	Per Sample
13	1C.10 Moisture Content - Distillation per ASTM D-1461	\$	Per Sample
14	1C.11 Asphaltic Specific Gravity / Absorption of Aggregate Blends	\$	Per Aggr. Smpl.
15	1C.12 Sampling Hot Mix at Manufacturer Per ASTM D-979	\$	Per Hour
16	1C.13 Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples)	\$	Per Set
17	1C.14 Washed Sieve Analysis	\$	Per Sample
18	1C.15 AASHTO T-182	\$	Per Sample
19	1C.16 Flat / Elongated Pieces per ASTM D-4791	\$	Per Sample
20	1C.17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples)	\$	Per Set

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
21	1C.18 Sand Equivalent per ASTM D-2419	\$	Per Sample
22	1C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified	\$	Per Sample
23	<b>D. Extraction/Gradation Analysis per ASTM D-6307</b>	\$	Per Test
24	<b>E. Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Proceures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-290-85) (Per Person, Min. 4 Hrs.)</b>	\$	Per Hour
25	<b>F. Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)</b>	\$	Per Hour
26	<b>G. Asphalt Densities (Nuclear-Back Scatter Method) (Min. 4 Tests)</b>	\$	Per Test
27	<b>H. Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out)</b>	\$	Per Core
28	<b>I. Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726.</b>	\$	Per Core
29	<b>J. Gyrotory Compaction (Bulk Specific Gravity)</b>	\$	Per Sample
<b><u>2. CONCRETE TESTING</u></b>			
- Inclusive of Travel, Mileage, Delivery, Certified Report and Cylinder Pick-Up)			
<b>A. Cylinders - Cast and Tested by Laboratory.</b>			
30	2A.1 Std. 6"x12" or 4"x 8" Cyl. (Includes Air Test, Concrete Temperature Test, Slump Test) (Per ASTM C-31 "Section 7" Lab Strength Tests per C-39 using C-617 or C-1231) (Min. 5 Cyl. Per Set)	\$	Per Set
	2A.2 Ligthweight 3"x 6" Cyl. Incl. Conc. Per ASTM C-495 (Min. 5 Cyl. Per Set)	\$	Per Set
31	2A.3 Air Entrainment per ASTM C31(used Concurrently w/Conc. Set Testing).		Per Set
<b>B. Securing Structural/Pavement Cores per ASTM C-42( 6"Max. Dia.)(3 Cores Min.)</b>			
32	2B.1 8" Deep	\$	Per Core
33	2B.2 14" Deep	\$	Per Core
34	<b>C. Cores Trim and Compression Test per ASTM C-42</b>	\$	Per Test

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b>D. Concrete Masonry Units per ASTM C-140 &amp; C-551- Block/Brick per ASTM-140.</b>		
	2D.1 Concrete Brick per ASTM C-551		
35	A) Compression	\$	Per Brick
36	B) Absorption	\$	Per Brick
37	C) Dimension	\$	Per Brick
38	D) Appearance	\$	Per Brick
39	2D.2 Block, Manhole	\$	Per Test
40	2D.3 Block, Concrete Compression per ASTM C-140 - Individual Units	\$	Per Test
41	2D.4 Block, Concrete Absorption per ASTM C-140 Individual Units	\$	Per Test
42	2D.5 Moisture Content of Concrete Block per ASTM C-140	\$	Per Block
43	2D.6 Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140	\$	Per Block
44	2D.7 Mortar Cubes 2" x 2" x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others)	\$	Per Cube
45	2D.8 Masonry Prisms per ASTM C-1314 (Fabricated by Contractor)	\$	Per Prism
46	2D.9 Sampling and Pick-Up (Casting Not Included)	\$	Per Unit
47	2D.10 Concrete Block Unit Weight per ASTM C-140	\$	Per Block
48	2D.11 Grout Cube Compression Test per ASTM C-1014 (Cast by Others)	\$	Per Cube
49	2D.12 Technician to Cast Mortar or Grout Cubes in Lab. Or On-Site (Incl. Slump & Temp. Tests) per ASTM C-1019	\$	Per Hour
50	2D.13 Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Includes Slump and Temperature Tests) per ASTM C-1019	\$	Per Hour
	<b>E. Concrete Beams</b>		
51	2E.1 Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not Beams)( 3 tests minimum)	\$	Per Test
52	2E.2 Flexural Test per ASTM C-78 (ASTM C-31, C-78) Cast per ASTM C-36, Mold and Pick-Up by Lab. (2 Beams Required per Test)	\$	Per Beam
53	<b>F. Air Content per ASTM C-173 or ASTM C-231</b>	\$	Per Test
54	<b>G. Concrete Densities (Unit Weight) &amp; Yield Test per ASTM C-138</b>	\$	Per Test

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
55	<b>H. Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests) (First of Any Series)</b>	\$	Per Mix
	Additional Design Mixes in Series	\$	Per Mix
	2H.1 Design Mix Materials Testing		
56	2H.1A Gradation	\$	Per Test
57	2H.1B Fine Aggregate Gravity and Absorption C-127	\$	Per Test
58	2H.1C Coarse Aggregates Specific Gravity and Absorption C-128	\$	Per Test
59	2H.1D LA Abrasion C-88	\$	Per Test
60	<b>I. On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)</b>	\$	Per Hour
61	<b>J. Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)</b>	\$	Per Hour
62	<b>K. Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Min. 4 Hrs. per Trip)</b>	\$	Per Trip
63	<b>L. ASTM C-803 (Set of 3 Probes per Test)</b>	\$	Per Test
64	<b>M. Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)</b>	\$	Per Hour
65	<b>N. Pullout per ASTM C-900 (Includes Installation)</b>	\$	Per Test
66	<b>O. Thickness of Concrete per ASTM C-1383</b>	\$	Per Hour
67	<b>P. Radiography of Concrete to Locate Rebar (Min. 8 Hours)</b>	\$	Per Hour
68	<b>Q. Corrosion Activity per ASTM C-876</b>	\$	Per Hour
	<b>R. Chloride Content</b>		
69	2R.1 Per ASTM C-1152	\$	Per Test
70	2R.2 Per ASTM C-1218	\$	Per Test

**PRICE SHEET**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT</b>
71	<b>S. Pachometer (Magnetometer) Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)</b>	\$	Per Hour
72	<b>T. Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate)</b>	\$	Per Test
73	<b>U. Sieve Analysis per ASTM - 136 (Min. 3 tests) (Includes collection of samples at site)</b>	\$	Per Test
74	<b>V. Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127</b>	\$	Per Test
75	<b>W. Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C- 127</b>	\$	Per Test
76	<b>X. Weight per Cubic Feet per ASTM C-29</b>	\$	Per Test
<b><u>3. PRE-STRESS / PRE-CAST</u></b>			
(Includes Travel, Milage, Delivery, and Certified Reports)			
77	<b>A. Pre-Stress/Pre-Cast Fabrication Inspection per PCI MNL-116 (Structural) or MNL-117(Architectural)(Bridge &amp; Building Units/Ready Mix Plant Inspection) (4 Hrs. Min.)</b>	\$	Per Hour
78	<b>B. Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116 (4 Hrs. Min.)*</b>	\$	Per Hour
79	<b>C. Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes and Design) (Includes Inspection and Certified Report) (4 Hrs. Min.)*</b>		Per Hour
80	<b>D. Absorption Test of Pre-Cast Units per ASTM C-497</b>	\$	Per Core
81	<b>E. Three Edge Bearing Test per ASTM C-497</b>	\$	Per Hour
82	<b>F. Hydrostatic Testing per ASTM C-497</b>	\$	Per Hour
83	<b>G. Testing Concrete Cylinder per ASTM C-497</b>	\$	Per Cylinder
<b>* If Additional Hours are Required Must have Approval from the City.</b>			

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b><u>4. PILING</u></b>		
84	<b>A. Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.))</b>	\$	Per Hour
	4A.1 Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice)	\$	Per Hour
85	<b>B. Vibro-Flotation Inspection (4 Hrs. Min.)</b>	\$	Per Hour
86	<b>C. Pile Load Test -Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)</b>	\$	Per Hour
87	4C.1 Furnishing and Set-up of Calibrated Gauges	\$	Per Gauge
88	4C.2 Monitoring of Pile Load Test, Collect Field Data, and Inspector Time	\$	Per Hour
89	4C.3 Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile. (Engineers' Time)	\$	Per Hour
	<b><u>5. GEOTECHNICAL SERVICES</u></b>		
90	<b>A. Mobilization of Truck-Mounted Drill Rig</b> [If Site is <b>NOT</b> Accessible and Special / Additional Equipment is Required to Reach the Penetration Point(s), additional fees may be charge Upon Approval of the City.]	\$	Per Job
	<b>B. <u>Borings Standard Penetration per ASTM D-1586:</u></b>		
	<b><u>With Casing:</u></b>		
91	Penetration Depth 0' to 50'	\$	Per Foot
92	Penetration Depth 51' to 75'	\$	Per Foot
93	Penetration Depth 76' to 100'	\$	Per Foot
94	Penetration Depth 101' to 150'	\$	Per Foot
	<b><u>Without Casing:</u></b>		
95	Penetration Depth 0' to 50'	\$	Per Foot
96	Penetration Depth 51' to 75'	\$	Per Foot
97	Penetration Depth 76' to 100'	\$	Per Foot
98	Penetration Depth 101' to 150'	\$	Per Foot

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b>C. Auger Borings per ASTM D-1452 Penetration Depth:</b>		
99	Penetration Depth 0' to 50'	\$	Per Foot
100	Penetration Depth 51' to 75'	\$	Per Foot
101	Penetration Depth 76' to 100'	\$	Per Foot
102	Penetration Depth 101' to 150'	\$	Per Foot
	<b>D. Rock Coring per ASTM D-2113 (Max. NX Size):</b>		
103	Penetration Depth 0' to 50'	\$	Per Foot
104	Penetration Depth 51' to 75'	\$	Per Foot
105	Penetration Depth 76' to 100'	\$	Per Foot
106	Penetration Depth 101' to 150'	\$	Per Foot
107	<b>E. Standard Penetration Test (Includes Mobilization and Soil Boring Log) (Portable Equipment)</b>	\$	Per Foot
108	5E.1 Standard Penetration Test (Water Boring) (Does Not Include Cost of the Barge)	\$	Per Foot
109	<b>F. Undisturbed Sampling per ASTM D-15</b>	\$	Per Sample
110	<b>G. Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per Job)</b>	\$	Per Test
111	<b>H. Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas)</b>	\$	Per Test
	<b>I. Percolation Tests</b>		
112	5 I.1 Fla. Department of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 Tests per Job)	\$	Per Test
113	5 I.2 DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	\$	Per Test
114	5 I.3 Open Hole Method (Min. 6" Dia.)(Min. 2 Tests)	\$	Per Test
115	5 I.4 Utility Clearance (Min. 1 Hr. per Work Order)	\$	Per Hour
116	<b>J. Closing Holes with Grout / Approved Method(s) to Safeproof Site. [Safeproof to be Accomplished Before Laboratory Leaves the Site(s)]</b>	\$	Per Lineal Foot
117	<b>K. Trench Test per So. Fla. Water Management District</b>	\$	Per Test

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
118	<b>L. Soil Cement Stabilization Field Inspection</b>	\$	Per Hour
	5L.1 Soil Cement Cylinder Testing	\$	Per Hour
119	<b>M. Water Quality Monitoring</b>	\$	Per Sample
120	<b>N. Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.</b>	\$	Per Hour
121	<b>O. Geotechnical Engineer Pile Capacity Analysis</b>	\$	Per Hour
122	<b>P. Muck Probes</b>	\$	Per Hour
	<b><u>6. SOILS</u></b>		
	(Includes Travel, Milage, Delivery, Certified Report and SAMPLE PICK-UP.)		
	<b>A. Field Density Tests</b>		
123	6A.1 Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	\$	Per Test
124	6A.2 Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017):	\$	Per Test
125	Per Test (1 to 4), Per Trip	\$	Per Test
126	Per Test (5 to 10), Per Trip	\$	Per Test
127	Per Test (11/more), Per Trip	\$	Per Test
128	6A.3 Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	\$	Per Test
	6A.4 Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (7AM to 6PM)		
129	- Per Hour	\$	Per Hour
130	Over Time per Hour **	\$	Per Hour
	* If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., if Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at P/H Rate, Upon Approval from the City of Miami Gardens.		
131	6A.5 <u>Evening</u> Density Testing (9 P. M. to 6 A. M.) (Requested by City of Miami Gardens to be Performed in the <b>Evening</b> and Paid at Min. 4 Hrs.- Unlimited Tests - Same Conditions * Applied)	\$	Per Hour

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b>** Any O/T Performed in Addition to the Eight (8) Hr. Working Day, Shall be Paid at the O/Time Rate and Approved by the City prior to commencing the work.</b>		
	<b>B. Moisture Density Tests (Proctor) (Includes Sample Pick-Up)</b>		
132	6B.1 Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas) (Min. 2 Tests per Trip)	\$	Per Test
133	6B.2 Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	\$	Per Test
134	<b>C. Limerock Bearing Ratio (LBR) - FDOT</b>	\$	Per Test
135	<b>D. Carbonates on LBR Material (2 Tests per Trip)</b>	\$	Per Test
136	<b>E. Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)</b>	\$	Per Test
137	6E.1 Lab Proctor Test	\$	Per Test
138	6E.2 Three (3) Point CBR	\$	Per Test
139	<b>F. Field California Bearing Ratio per Asphalt Institute MS-10 (1963) (Reaction Load by Others) (2 Tests Min.)</b>	\$	Per Test
140	<b>G. Moisture Content</b>	\$	Per Test
	<b>H. Organic Content</b>		
141	6H.1 Limerock per AASHTO T-267 (by Incineration)	\$	Per Test
142	6H.2 Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	\$	Per Test
143	<b>I. Grain Size per AASHTO T-27 (Sieve Analysis Only)</b>	\$	Per Test
144	<b>J. Mechanical Analysis per ASTM D-422, T-11 and T-27 (Sieve and Hydrometer Analysis and Specific Gravity and Material)</b>	\$	Per Test
145	<b>K. Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)</b>	\$	Per Test
146	<b>L. Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)</b>	\$	Per Test

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
147	<b>M. Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)</b>	\$	Per Test
148	<b>N. Soil Specific Gravity per ASTM D-854</b>	\$	Per Test
149	<b>O. Material Finer than 200 Sieve per ASTM C-117</b>	\$	Per Test
150	<b>P. Liquid Limit per ASTM D-4318 (Plastic and Plasticity)</b>	\$	Per Test
151	<b>Q. Salt Content per FDOT FM 5-516</b>	\$	Per Test
152	<b>R. Limerock Base Thickness Determination-Min. 3" Dia. Holes FAAP-211 (Min. 2 Tests)</b>	\$	Per Test
153	Unlimited Tests	\$	Per Day
154	<b>S. Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)</b>	\$	Per Test
155	<b>T. Limerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)</b>	\$	Per Test
156	<b>U. Resistivity Test in Accordance with California Method 643-7 with Break-down for Test, Sampling, PH Measuremt. of Water and Soil, etc.</b>	\$	Per Test
157	<b>V. Sediments Tests</b>	\$	Per Test
	<b>W. Soil Load Bearing Test (Plate Load) (Reaction Load by Others)</b>		
158	6W.1 Static Load on Footings per ASTM D-1194	\$	Per Test
159	6W.2 Repetitive Static Load for Pavement per ASTM D-1195 (Min of 3 tests)	\$	Per Test
160	6W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196 (Min of 3 tests)		Per Test
	<b>y. Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)</b>		
161	6Y.1 SPT Standard Penetration Test Soil Borings	\$	Per Foot

**PRICE SHEET**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT</b>
162	<b>Z. Horticultural Service for PH Value of Soil</b>	\$	Per Test
163	<b>AC. Backfill Monitoring (4 Hrs. Min.)</b>	\$	Per Hour
164	<b>AD. Geotechnical Engineer (Min. 2 Hours)</b>	\$	Per Hour
	<b><u>7. MONITORING WELLS (Includes Drilling)</u></b>		
165	<b>A. Monitoring Well Installation (2" PVC, Max. 20' Depth) (Min. of 2 tests)</b>	\$	Per Well
166	<b>B. Monitoring Well Abandonment (2" PVC, Max. 20' Depth) (Min. of 2 tests)</b>	\$	Per Well
167	<b>C. Monitoring Well Abandonment (4" PVC, Max. 20' Depth) (Min. of 2 tests)</b>	\$	Per Well
168	<b>D. Monitoring Well (4" PVC, Max. 20' Depth) (Min. of 2 tests)</b>	\$	Per Well
169	<b>E. Monitoring Well Installation (2" PVC, Greater than 20' up o 100')</b>	\$	Per Foot
170	<b>F. Repair of Monitoring Wells Unit Rates</b>	\$	Per Hour
171	<b>G. Water Quality Monitoring (Does Not Include Analytical Tests)</b> <b>(Per Location)</b>	\$	Per Trip
172	<b>H. Direct Push Well Installation (20 Feet Max.) (Min. of 2 tests)</b>	\$	Per Well
173	<b>I. Direct Push Soil / Groundwater Sampling</b>	\$	Per Day
	<b><u>8. TURBIDITY MONITORING (Boat Rental Extra at Cost)</u></b>		
174	<b>A. Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice)</b>	\$	Per Test

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b><u>9. STEEL</u></b>		
	(Use - AWA, AMS, AWS, ASME, API), as Applicable		
175	<b>A. Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)</b>	\$	Per Hour
	<b>B. AWS, AWA, ASME Welder Tests - Groove or Fillet</b>		
176	Plate	\$	Per Position
177	Pipe	\$	Per Position
178	<b>C. Reinforcing Steel Tensile Test</b>	\$	Per Test
179	<b>D. Reinforcing Steel Deformation Test</b>	\$	Per Test
180	<b>E. Reinforcing Bar Placement Inspection</b>	\$	Per Test
181	<b>F. Chemical Laboratory Test</b>	\$	Per Hour
182	<b>F. Welding Inspection and Dye Penetrant Weld Testing</b>	\$	Per Hour
183	<b>G. Radiograph Weld Inspection (Min. 4 Hrs. per Test)</b>	\$	Per Test
	<b>H. Engineering Services</b>		
184	9H.1 Special Inspector for Threshold Buildings (State Certified) (2 Hrs. Min.)	\$	Per Hour
185	9H.2 Special Inspector Designee (2 Hrs. Min.)	\$	Per Hour
186	9H.3 Special Inspector under the Florida Building Code (2 Hrs. Min.)	\$	Per Hour
	<b><u>10. ROOFING</u></b>		
	(All Tests Performed Shall be in Accordance with Current Edition of the Fla. Bldg. Code at Time Work is Issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County BCCO, UL and Factory Mutual Underwriters.)		

**PRICE SHEET**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT</b>
187	<b>A. Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864) (Min. of 3 tests)</b>	\$	Per Test
188	<b>B. ASTM 3617 (Min. of 3 tests)</b>	\$	Per Test
189	<b>C. Compression Test - Roof Tiles (Min. of 3 tests)</b>		Per Hour
190	<b>D. Absorption Test - Roof Tiles (Per Set of 5)</b>	\$	Per Set
191	<b>E. Up-lift Test of Roof Tiles (Per Set of 5)</b>	\$	Per Set
192	<b>F. Core Samples (per Architect / Engineer's Recommendations) (Min. of 3 tests)</b>	\$	Per Sample
	<b>G. Visual Inspections</b>		
193	Per Job Min.	\$	Per Job Min.
194	Per Square Feet	\$	Per Sq. Ft.
	<b>H. Infrared Survey (Mobilization of Equipment)</b>		
195	Per Job Min.	\$	Per Job Min.
196	Per Square Feet	\$	Per Sq. Ft.
197	<b>I. Asbestos Testing</b>	\$	Per Sample
	<b>J. Nuclear Moisture Testing</b>		
198	Per Job Min.	\$	Per Job. Min
199	Per Square Feet		Per Sq. Ft.
200	<b>K. Fastener Withdrawal</b>	\$	Per Hour
201	<b>L. Bonded Pull Test ( Min. of 3 tests)</b>	\$	Per Test

**PRICE SHEET**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT</b>
202	<b>M. Engineer's Report</b>	\$	Per Hour
	<b>11. SOLIDS / SOIL TESTING</b>		-
203	<b>A. Arsenic EPA 206.3 (Min. of 3 tests)</b>	\$	Per Test
204	<b>B. Cadmium EPA 213.1 (Min. of 3 tests)</b>	\$	Per Test
205	<b>C. Chromium EPA 218.1 (Min. of 3 tests)</b>	\$	Per Test
206	<b>D. Iron EPA 236.1 (Min. of 3 tests)</b>	\$	Per Test
207	<b>E. Lead EPA 239.1 (Min. of 3 tests)</b>	\$	Per Test
208	<b>F. Mercury EPA 245.1 (Min. of 3 tests)</b>	\$	Per Test
209	<b>G. Selenium EPA 270.3 (Min. of 3 tests)</b>	\$	Per Test
211	<b>H. Silver EPA 272.1 (Min. of 3 tests)</b>	\$	Per Test
212	<b>I. TCLP Extraction (Min. of 3 tests)</b>	\$	Per Test
213	<b>J. Preparation Sludge / Soil (Min. of 3 tests)</b>	\$	Per Test
214	<b>K. Sampling (Environmental) (Min. of 3 tests)</b>	\$	Per Test
215	<b>L. Agricultural Soil Analysis (Min. of 3 tests)</b>	\$	Per Test
216	<b>M. Nitrogen - Nitrate (Min. of 3 tests)</b>	\$	Per Test

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
217	<b>N. Nickel (Min. of 3 tests)</b>	\$	Per Test
218	<b>O. Zinc (Min. of 3 tests)</b>	\$	Per Test
219	<b>P. PH (Min. of 3 tests)</b>	\$	Per Test
	<b>12. WATER TESTING</b>		
220	<b>A. PA 601 &amp; 602 (Min. of 3 tests)</b>	\$	Per Test
221	<b>B. PA 610 (Min. of 3 tests)</b>	\$	Per Test
222	<b>C. EPA 8100 (Min. of 3 tests)</b>	\$	Per Test
223	<b>D. EPA 504.1 (Min. of 3 tests)</b>	\$	Per Test
224	<b>E. EPA 239.2 (Min. of 3 tests)</b>	\$	Per Test
225	<b>F. EPA 418.1 (Min. of 3 tests)</b>	\$	Per Test
226	<b>G. PH (Min. of 3 tests)</b>	\$	Per Test
227	<b>H. BOD (Min. of 3 tests)</b>	\$	Per Test
228	<b>I. COD (Min. of 3 tests)</b>	\$	Per Test

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b>J. <u>Bacteriological Water (Potable) Analysis (Includes Sample Pick-Up) Potable Water Sample Tested by Laboratory for Bacteriological Quality with "Standard Methods for the Examination of Water and Wastewater".</u></b>		
229	12J.1 Total Coliforms (Standard Method No. 9222B) (Min. of 3 samples)	\$	Per Sample
230	12J.2 Total Coliforms with Confirmation for E-Coli (Std. Method No. 92223B) (Min. of 3 samples)	\$	Per Sample
231	12J.3 Presence / Absence of Coliform Groups (Standard Method No. 9221D) (Min. of 3 samples)	\$	Per Sample
232	<b>K. Copper (Min. of 3 samples)</b>	\$	Per Sample
233	<b>L. Phenols (Min. of 3 tests)</b>	\$	Per Test
234	<b>M. Oil &amp; Grease (Min. of 2 tests)</b>	\$	Per Test
235	<b>N. Total Dissolved Solids (Min. of 3 tests)</b>	\$	Per Test
236	<b>O. Total Suspended Solids (Min. of 3 tests)</b>	\$	Per Test
237	<b>Q. Soil 8010 / 8020 (Min. of 3 tests)</b>	\$	Per Test
238	<b>R. Bacteriological Testing for Potable Water Mains (Min. of 3 tests)</b>	\$	Per Test
	<b><u>13. MECHANICAL</u></b>		
239	<b>A. Sound Surveys (Includes Travel Time)</b>	\$	Per Hour
240	<b>B. Lighting Surveys (Includes Travel Time)</b>	\$	Per Hour
	<b><u>14. ASBESTOS TESTING (Includes Sample Pick-Up)</u></b>		
241	<b>A. PLM (Polarized Light Microscopy) (Min. of 12 samples)</b>	\$	Per Sample
242	<b>B. PCM (Phase Contract Microscopy) (Min. of 10 samples)</b>	\$	Per Sample

**PRICE SHEET**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>UNIT</b>
243	<b>C. TEM (Transmission Electron Microscopy) (Min. of 5 samples)</b>	\$	Per Sample
	<b><u>15. FIRE PROOFING</u></b>		
	<b>A. Inspection of Sprayed-On Fireproof Coating on Structural Steel.</b>		
244	15A.1 One Day (8 Hrs) (8AM to 5PM)*	\$	Per Hour
245	15A.2 Overtime Rate*	\$	Per Hour
246	15A.3 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605 (Min. of 3 tests)	\$	Per Test
247	15A.4 Field Adhesion / Cohesion Tests per ASTM E-736	\$	Per Test
	<b>*If Additional Hours are Required Must Have Approval from Issuing Department prior to performing required services.</b>		
248	<b><u>16. STRAIN MEASUREMENTS (SR4 INDICATOR)</u></b>		
249	<b>A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)</b>	\$	Per Hour
	<b><u>17. ULTRASONIC INSPECTIONS</u></b>		
250	<b>A. Services of an Ultrasonic Technitian and Equipment (8 Hours Min.)</b>	\$	Per Hour
251	<b>B. Assistant Technician (8 Hours Min.)</b>	\$	Per Hour
	<b><u>18. STRUCTURAL STEEL</u></b>		
252	<b>A. Welding Inspector Per AWS Code (4 Hrs. Min.)</b>	\$	Per Hour
253	<b>B. Structural Steel Shop or Field Inspector (4 Hrs. Min.)</b>	\$	Per Hour
	<b>C. Bolt Tightening Inspection by Using:</b>		
254	18C.1 Torque Wrench	\$	Per Hour
255	18C.2 Reg. Wrench	\$	Per Hour
256	18C.3 Filler Gauge	\$	Per Hour

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<b>19. WELDING</b>		
257	<b>A. AWS Certified Welding Inspector (2 Hrs. Min.)</b>	\$	Per Hour
258	<b>B. AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per Inspection)</b>	\$	Per Hour
	<b>20. MAGNETIC PARTICLE TESTING (MAGNAFLUX)</b>		
259	<b>A. Services of a Non- Destructive Technician</b>	\$	Per Hour
260	<b>B. Magnaflux Testing</b>	\$	Per Test
	<b>21. UNDERGROUND UTILITY LOCATION &amp; INSPECTION</b>		
261	<b>A. Utility Designation - Electronically Scan and Determine the Horizontal and Vertical Location of Buried Utility Lines.</b>	\$	Per Hour
	<b>B. Expose Utility Lines by Air/Vacuum System (Soft Dig), Creating a Small Dia. Hole, to be Plotted on Base Maps to Scale. Work Reviewed &amp; Certified by a Florida Registered Land Surveyor. (Incl. Cost Associated with Restoration &amp; Photographs/Drawings to Document/Generate Complete Certified Report.</b>		
262	Per Test Hole (In Pavement)	\$	Per Test
263	Per Test Hole (In Soil)	\$	Per Test
264	<b>C. Utility Location Inspector to Verify and Coordinate Location and Documentation of Utility Company (Min. 2 Hrs. per Job )</b>	\$	Per Hour
	<b>22. INDOOR AIR QUALITY TESTING</b>		
	<b>A. Environmental Laboratory Analysis Fees:</b>		
	22A.1 On-Site Collection		
	<u>Bioaerosols</u> : 5 Predominant Organisms Identified		
265	Bacteria-Only Single, Characterization and Quantization (Min. of 3 samples)	\$	Per Sample
266	Fungi or Bacteria, Qualitative Only (Min. of 3 samples)	\$	Per Sample

## PRICE SHEET

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
267	Microscopic Only (Air-O-Cell) (Min. of 3 samples)	\$	Per Sample
	22A.2 On-Site Collection		
	<u>Bulk / Wipe Samples: 5 Predominant Organisms Identified</u>		
268	Fungi, Characterization and Quantization (Min. of 3 samples)	\$	Per Sample
269	Bacteria, Characterization and Quantization (Min. of 3 samples)	\$	Per Sample
270	Both Fungi or Bacteria, Qualitative Only (Min. of 3 samples)	\$	Per Sample
	Both Fungi or Bacteria, Qualitative (Colony Count) (Min. of 3 samples)	\$	Per Sample
	22A.3 On-Site Collection		
	<u>Legionella Pneumophila:</u>		
271	Detection (Min. of 3 samples)	\$	Per Sample
272	Identification (Min. of 3 samples)	\$	Per Sample
	22A.4 On-Site Collection		
	<u>Other Microbiological &amp; Special Culture:</u>		
273	Cryptococcus (Bulk) (Min. of 3 samples)	\$	Per Sample
274	Other Pathogens (Min. of 3 samples)	\$	Per Sample
	22A.5 On-Site Collection		
	<u>Allergen Essay:</u>		
275	Mite Characterization and Qualitative (Min. of 3 samples)	\$	Per Sample
276	Cat Characterization and Qualitative (Min. of 3 samples)	\$	Per Sample
277	Cockroach Characterization and Qualitative (Min. of 3 samples)	\$	Per Sample
278	Endotoxin Characterization and Qualitative (Min. of 3 samples)	\$	Per Sample
279	Allergen Essay (All of the Above) (Min. of 3 samples)	\$	Per Sample
	22A.6 On-Site Collection		
	<u>Chemical Essay:</u>		
280	Total Volatile Organic Compounds (TVOC) (Min. of 3 samples)	\$	Per Sample
281	Pesticide (Min. of 3 samples)	\$	Per Sample
	22A.7 On-Site Collection		

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
	<u>Particulate Analysis:</u>		
282	Gravimetric Analysis (Min. of 3 samples)	\$	Per Sample
283	Laser Diode Particulate Analysis (Min. of 3 samples)	\$	Per Sample
284	Microscopic Evaluation (Air-O-Cell) (Min. of 3 samples)	\$	Per Sample
285	<b>B. Certified Industrial Hygienist</b>	\$	Per Hour
	<b><u>23. ADDITIONAL ITEMS</u></b>		
286	<b>A. Additional Reports (When Required by City of Miami)</b>	\$	Per Page
	<b><u>24. MAINTENANCE OF TRAFFIC</u></b>		
	When Required and Approved by the City of Miami Gardens. (Laboratory shall present proof of man hours and equipment used to provide the "Maintenance of Traffic".)		
287	<b>A. Cones, Signs, Flags, Arrow Boards, Barricades</b>	\$	Per Day
288	<b>B. Law Officers</b>	\$	Per Hour
289	<b>C. Attenuator Truck</b>	\$	Per Day
290	<b>D. Mobile Variable Message Sign</b>	\$	Per Day
	<b><u>25. ENGINEERING SERVICES</u></b>		
291	<b>A. Draftsperson (C.A.D. Operator)</b>	\$	Per Hour
292	<b>B. Professional Engineer</b>	\$	Per Hour
293	<b>C. Engineer</b>	\$	Per Hour

**PRICE SHEET**

ITEM #	DESCRIPTION	UNIT PRICE	UNIT
294	<b>D. Principal</b>	\$	Per Hour
295	<b>E. Clerical / Administrative</b>	\$	Per Hour
296	<b>F. Project Manager</b>	\$	Per Hour

**How did you learn about this solicitation?**

Daily Business Review \_\_\_\_\_

City's Web Site \_\_\_\_\_

DemandStar \_\_\_\_\_

Other, please list \_\_\_\_\_

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.**
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).**
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**

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**Vendor's Signature**

PROJECT: INSPECTION AND TESTING LABORATORY SERVICES  
OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

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INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285.

## QUESTIONNAIRE

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

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

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

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

**When Incorporated:**

\_\_\_\_\_

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

If Foreign Corporation:

**Date of Registration with**

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

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

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

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

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

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

Members of Board of Directors:

If a Partnership:

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

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

Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ( )

No ( )

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all completed lawsuits:

C. List all judgments from lawsuits in the last five years:

D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

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

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

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

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

**INDIVIDUAL, FIRM OR PARTNERSHIP**

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

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

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

Social Security Number (OR) Taxpayer Identification Number (TIN):  
\_\_\_\_\_

**CORPORATION**

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

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

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

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

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

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

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

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

**CORPORATE SEAL**

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

**LIST OF SUBCONTRACTORS**

The Undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of Work to be performed by each, and that such list will not be added to nor altered without written consent to the City through the City Representative.

<u>SUBCONTRACTOR AND ADDRESS</u>	<u>CLASS OF WORK TO BE PERFORMED</u>
(1) _____ _____	_____
_____	_____
(2) _____ _____	_____
_____	_____
(3) _____ _____	_____
_____	_____
(4) _____ _____	_____
_____	_____
(5) _____ _____	_____
_____	_____
(6) _____ _____	_____
_____	_____
(7) _____ _____	_____
_____	_____
<u>DATE</u> _____	<u>PROPOSER</u> _____

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

## REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

<b>COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE &amp; FAX NUMBER</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Contact Name:</b>		
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>
<b>Company Name:</b>		
<b>Address:</b>		
<b>Contact Name:</b>		
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>
<b>Company Name:</b>		
<b>Address:</b>		
<b>Contact Name:</b>		
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>
<b>Company Name:</b>		
<b>Address:</b>		
<b>Contact Name:</b>		
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>



**BIDDERS AFFIDAVIT**

Note: This affidavit must be properly executed by the bidder and attached to its proposal.

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Title: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF DADE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared:

\_\_\_\_\_

Who, after being first duly sworn, upon oath deposes and says that he is an authorized representative of:

\_\_\_\_\_ (Hereinafter called the Bidder)  
(Legal Name, Corporation, Partnership, Firm, Individual)

Located at \_\_\_\_\_ and, that said bidder has visited the site of the work and has carefully examined the plans and specifications for said project and checked them in detail before submitting his bid or proposal; and further, that said bidder or his agents, officers, or employees have not either directly or indirectly, made any agreement or participated in any collusion with other bidders, or representatives of the City, or otherwise taken any action in restraint of open competitive bidding in connection with his bid or proposal for said Project.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida at Large

MY COMMISSION EXPIRES:  
\_\_\_\_\_

---

**Attach to Proposal**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,