



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

COOPER PARK GAZEBO ROOF REPLACEMENT

SPECIFICATIONS AND BID DOCUMENTS  
FOR  
STANDING METAL SEAM ROOF SYSTEM

CITY OF WEST MIAMI  
BID NUMBER 202103252021  
BID OPENING DATE  
March 25<sup>th</sup>, 2021

CITY COMMISSION

MAYOR RHONDA A. RODRIGUEZ  
VICE-MAYOR ERIC DIAZ-PADRON  
COMMISSIONER CANDIDA BLANCA  
COMMISSIONER JUAN M. BLANES  
COMMISSIONER LUCIANO L. SUAREZ

YOLANDA AGUILAR, CITY MANAGER  
JUAN PENA, DIRECTOR OF PUBLIC WORKS

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

**COOPER PARK GAZEBO ROOF REPLACEMENT  
FOR THE  
CITY OF WEST MIAMI**

**BID NUMBER 202103252021**

**CONTENTS**

- 1. INSTRUCTION TO BIDDERS**
- 2. GENERAL CONDITIONS**
- 3. SPECIAL CONDITIONS**
- 4. ROOF TYPE SPECIFICATIONS**
- 5. CONTRACTOR QUESTIONNAIRE**
- 6. AGREEMENT AND BID FORM**

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

**CITY HALL CLERK'S OFFICE ROOF REPLACEMENT  
CITY OF WEST MIAMI**

**BID OPENING DATE  
MARCH 25<sup>TH</sup>, 2021  
BID NUMBER 202103252021**

**INSTRUCTIONS TO BIDDERS**

The City of West Miami will receive sealed bids on or before 2:00P.M., Thursday, March 25<sup>th</sup>, 2021 by the office of the City Clerk, in the City Hall lobby, 901 SW 62nd Avenue, West Miami, Florida, for furnishing all labor, material and equipment to accomplish the work described below and within this bid package. Immediately after 2:00P.M. Thursday March 25<sup>th</sup>, 2021, all sealed bids received on or before this hour and date will be opened and read publicly. A pre-bid meeting will be held on March 4<sup>th</sup>, 2021 at 10:00 AM at the Cooper Park 5761 SW 16 Street, West Miami, Florida 33144.

All bids shall be sealed and submitted in the following manner:

1. Bids documents shall be submitted with two (2) sets and one (1) original set. Bidders are furnished with one set to complete and return.
2. Each bid shall be submitted (by mail or hand delivery) to the City of West Miami City Clerk, at the above address, and shall have the following information clearly marked on the face of the envelope:
  - A. Name, address and telephone number of bidder
  - B. Bid Number
  - C. Opening Date of Bid
  - D. Title of Bid
3. The responsibility for obtaining the bid packages, completing the bid submittal as instructed and submitting the bid package to the City of West Miami City Clerk on or before the stated time and date shall be solely and strictly the responsibility of the bidder. The City of West Miami will not be responsible for delays or loss caused by the United States Postal Service, delivery firms or any other occurrence causing or contributing to a bidder's inability to fulfill his responsibilities.

## INSTRUCTION TO BIDDERS CONTINUED

Bids received by the City Clerk after the time and date stipulated in these instructions shall be considered non-responsive.

4. Bidders are notified that they must thoroughly examine the bid packages and specifications, the bid form, the form of contract and contract bonds. They must also examine and judge for themselves as to the location and character of the proposed work as described by the contract documents. If there is any doubt or obscurity as to the meaning of any part of the bid package or anything bearing on the work involved, the bidder shall submit any request to the Director of Public Works for an interpretation or clarification in writing seven (7) working days prior to the stipulated bid opening date. Any such interpretation will be furnished to each person or firm receiving a bid package.
5. It is the intention that work of the highest quality be performed, and each contractor shall be obliged to conform to the requirements in strict accordance with the best practice for work of this character, and no error or omission as to the standard of work require shall relieve the contractor of this obligation.
6. Upon the acceptance of any bid and the approval thereof by the City Commission of the City of West Miami, the contract shall be executed by the City Manager, City Clerk and Contractor, upon the filing of a satisfactory Performance and Payment Bond by the Contractor with the City Clerk, in the full amount of the contract price, in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the contract and specifications therefore, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the contract and indemnifying and saving harmless said City of West Miami from any expense, loss, or cost arising from and out of the improper performance of said contract, including reasonable attorney fee.
7. Award of this contract will be made to the lowest responsive, responsible bidder. The City of West Miami reserves the right to not award to the lowest bidder, to waive any bid informality and to award in the best interest of the city.
8. This contract shall commence within seven (7) working days after approval of the contract by the City of West Miami City Commission, unless otherwise stipulated in the Notice of Award Letter executed by the City of West Miami. Contract shall not exceed ninety (90) calendar days from the effective date of the Notice to Proceed.
9. If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of the contract; provided, however, that the bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. The City may accept or reject such incentives, depending on the terms offered.

**CITY OF WEST MIAMI**  
**WEST MIAMI, FLORIDA**  
**GENERAL CONDITIONS**

1.0 **PERFORMANCE OF WORK**

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of his work, and be accountable for the safe, proper and responsible construction, maintenance and use of the same during construction, and shall remove all equipment of construction upon completion, and shall perform all work in the best and most workman like manner.

2.0 **EXAMINATION OF PREMISES**

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

3.0 **CONCURRENT WORK**

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

4.0 **USE OF PUBLIC STREETS**

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

5.0 **EXISTING UTILITIES AND STRUCTURES**

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

6.0 **EXISTING LANDSCAPING**

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

property adjacent to the work.

#### 7.0 EXISTING SIGNS, UTILITY CASTINGS AND MONUMENTS

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

#### 8.0 STOCK PILING MATERIAL

Contractor shall not stock pile materials on the site. Remove debris from within the City limits daily.

#### 9.0 PERMITS

The Contractor shall obtain all required county licenses and building permits. Permits will be issued by the City's Building Department for this Contract work with the City.

#### 10.0 EXTRAS

Bills for extras will be allowed only when work is ordered in writing or approved in advance by the Director of Public Works. Work not contained in the Scope of work defined by the City and authorized in writing by the City Manager shall be documented and agreed to in price prior to its being performed. Work performed without authorization will not be paid for.

#### 11.0 CLEANING UP

The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus materials on a daily basis, unless otherwise directed by the Director of Public Works. In the event of failure or undue delay on the part of the Contractor, the Assistant Director of Public Works may employ such equipment and labor as may be necessary, and charge such costs against the Contractor, and deduct the amount from the moneys due to the Contractor for work performed.

#### 12.0 TESTING

The City shall have the right at any time to have tests made on any material used on the job. All expenses for tests shall be borne by the City of West Miami; except the cost of testing materials that fail to meet the specifications and waiting time due to Contractor failure to be ready for tests when scheduled. *The cost and scheduling of such re-testing shall be the responsibility of the Contractor.* All re-testing shall be done by the same testing laboratory which tested the failed samples. The Contractor will inform the City of his source of materials within sufficient time to secure the necessary samples and perform

the necessary tests. The Contractor shall request and receive inspections of specific phases of work as required elsewhere in these specifications. The Contractor shall provide current modified proctor test results for all fill material used on the job.

### 13.0 PAYMENT

Payment will be made in full compensation for all work performed, materials, labor, tools, and equipment furnished and incidental expenses necessary to complete the work. Payment shall be made 1/3rds after acceptance from the City and the roofing inspector for the modified roof system as approved by City of West Miami Building Department upon receiving the Final inspection by City of West Miami Building Department and final acceptance from the City of West Miami Director of Public Works and Consulting Engineers. Final payment shall be made upon presentation of a complete package containing permits, inspection cards and release of liens from suppliers and or subcontractors, warrantee certificates for the roof systems and products.

### 14.0 ACCEPTANCE

Acceptance by the City shall not relieve the Contractor of the responsibility of correcting any defective part of the work resulting from either workmanship or materials or replacing or repairing damaged property resulting from any phase of the Contractor's work. Acceptance by the City will be contingent on satisfactory completion of the work and the passing of partial and final inspections.

### 15.0 GUARANTEE/ WARRANTEE

The Contractor shall guarantee or warrantee all materials and workmanship for a period of Twenty (20) years from the date of acceptance by the City.

### 16.0 LINE AND GRADE

Where required and determined by the Director of Public Works, the City will establish a base line and reference elevations. All additional lines and grades required for completion of the work shall be furnished by the Contractor.

### 17.0 TRAFFIC MAINTENANCE

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

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

The following roadways are under County jurisdiction:

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

The following roads have dual County and City jurisdiction:

- SW 62nd Avenue;
- SW 16 Street.

It shall be the Contractor's responsibility to protect the public and workmen from construction originating hazards.

#### 18.0 INSPECTION

Inspection will be required during all phases of construction, and it shall be the Contractor's responsibility to contact the Director of Public Works or his representative when any work is being performed by subcontractors. Failure to contact the Director of Public Works or his representative to obtain the required inspections shall be sufficient cause for rejection.



# **CITY OF WEST MIAMI SPECIAL CONDITIONS**

## **1.0 Scope of Work**

The scope of this Contract includes the removal of the existing Standing Metal Roof and replacement with a Standing Metal Seam roof system with one (1") insulation over the Gazebo roof deck. The removal and replacement of the existing materials over the current roofs, removal and replacement of the existing tongue and groove boards and replacement with four (4') by eight feet (8') plywood decking with 5/8- inch plywood sheets in complete sheets four feet (4') by eight feet (8') plywood tongue and groove or plywood T111 for the deck. The work shall include any other work required by the Florida Building Code and shall be accomplished in sequence with the roof work.

## **2.0 Complete Project Required**

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

## **3.0 Work Schedule**

The Contractor shall submit, when requested by the City, schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and the estimated completion dates. The Roofing Contractor must take into account the logistical planning as related to the sequence of work demolition and debris removal for each deck, Staging area for materials, equipment, and workers, Worker Safety at the various decks, Hoisting of materials, etc.) A detailed sequence of the Daily planned work is required each day with scheduled material and equipment deliveries to be included. Additionally, this Building shall remain fully functioning & occupied during the Roof work. The Contractor must anticipate and prepare for the ongoing activity of the Building site during working hours by CWM employees and the General public. (i.e. Protective measures at Roof Edge elevations so as to prevent falling debris, tools, etc. from the Roof edge and any travel at Building perimeter, etc.)

## **4.0 Pre-Construction Conference**

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

## **5.0 Liquidated Damages**

It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time there shall be deducted from the compensation due to the Contractor the amount of two hundred dollars (\$200.00) per calendar day as fixed, agreed and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the City.

#### 6.0 Indemnification of City by Successful Bidder

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

#### 7.0 Contact Person

For any additional information regarding the specifications and requirements of this Contract, submit all questions in writing to: [juanpena@cityofwestmiami.org](mailto:juanpena@cityofwestmiami.org). The Contractor shall furnish the name, telephone number, pager number, and cellular phone number of the authorized representative(s) at the pre-construction conference.

#### 8.0 Family Leave Policy

The award of this purchase must comply with Ordinance 142-91 of the Code of Metropolitan Dade County, Florida, effective March 15th, 1992, for Procurement that exceeds ten thousand (\$10,000.00) dollars. All bidders located within the geographical boundaries of Dade County with at least fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar years submitting proposals in conjunction with this solicitation are hereby advised that award of this Procurement will be contingent upon receipt of an affidavit attesting to their firm's Family Leave Policy. Such policies must provide the employee with the following provisions:

An employee who has worked for the same employer for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty four (24) month period, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition. A family leave policy must entitle employees to take leave without risk of termination of employment or retaliation by employers.

The successful vendor, if located within the geographical boundaries of Dade County will be required to submit this information within fifteen (15) calendar days following written notification of intent to award. Failure to submit this sworn statement within the specified

time frame may result in the proposal being considered non-responsive, and subject to the penalties ordered.

#### 9.0 Drug Free Workplace Requirement

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

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

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

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

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

#### 10.0 Compliance with Federal Standards

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

#### 11.0 Work Schedule

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

## 12.0 Estimated Quantities

Estimated quantities are provided for bidder's guidance only. No guarantee is expressed or implied as to quantities that will be used during the Contract Period. The City is not obligated to place an order for any given amount subsequent to the award of this bid. Estimates are based upon the City's needs. Said estimates may be used by the City for purposes of determining the low bidder meeting specifications.

## 13.0 Materials Shall Be New and Warranted Against Defects

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their quality, and fit for the particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications, the City reserves the right to (1) cancel the order and return such materials to the Bidder at the Bidder's expense or, (2) require the Bidder to replace the materials at the Bidder's expense.

## 14.0 Omission from the Specifications

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

## 15.0 Termination of Contract

The City shall have the authority to terminate the Contract in the event the Contractor does not perform within a reasonable time frame (not to exceed fifteen [15] days from each inspection).

## 16.0 Secured Safety Area

Contractor shall provide a safe and secure area around the work site by means approved by the Director of Public Works. All work is to be performed inside safety area. Worker Safety at the various decks, Hoisting of materials, etc. Protective measures at Roof Edge elevations so as to prevent falling debris, tools, etc. from the Roof edge or any travel at Building perimeter, etc.

## 17.0 Hurricane Preparedness

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

## 18.0 Damages to Existing Utilities and Structures

- 18.1 The Contractor shall be responsible for determining the location, character and depth of all utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which may be encountered whether or not shown on the plans. The cost of restoration shall be included in the unit price started in the proposal for the related work. No extras for restoration will be allowed.
- 18.2 The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to the Contractor.
- 18.3 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the City, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the City and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
- 18.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact and shall submit to the City these said names and addresses.
- 18.5 The Contractor shall comply with the South Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.
- 18.6 The Contractor shall maintain access to fire hydrants throughout the prosecution of the work. Hydrants shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.
- 18.7 The Contractor shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act as well as other requirements specified in those Sections and regulations and guideline listed hereunder.

## 19.0 Existing Vegetation

The Contractor shall preserve existing vegetation and shall be responsible for all damage. Where vegetation must be removed or destroyed incident to the construction operation, the

Contractor shall, after completion of the work replace or restore to the original condition all damages or destroyed vegetation, grassed areas to be replaced with sod. The cost of restoration shall be included in the unit price Bid stated in the proposal for the related work. No extras will be allowed for restoration.

20.0 Permits

The Contractor shall obtain all required occupational licenses and permits referred to in Paragraph 9 of the General conditions. Permits required for the work from the City of West Miami shall be at cost and issued by the City.

21.0 Water Account

The Contractor shall set up a water account with the City of West Miami for the consumption of water. The Contractor shall not fill their equipment without the use of the meter issued by the City and without taking precautions against backflow and siphon age. The Contractor shall pay the City on a monthly basis for the consumption on the account.

22.0 Sub-contracting Work

The successful bidder will not be allowed to sub-contract work for this bid. The bidder shall have in their possession all equipment necessary to perform the work. Provide information of equipment to be utilized in performing the work.

23.0 Sanitary Facilities

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

24.0 Stock Piling and Storage

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

24.1 Placement of debris container

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

25.0 Bid Bond

**Bids shall be accompanied by a Bid Bond or check, made out to the City of West Miami for five (5) percent of the Total Amount Bid. Should a successful Bidder be awarded the Contract, and fail to enter into Contract within ninety (90) days from the Notice of Award, the City shall declare him to be in default and shall have the**

**right to call the Bond or to cash the check as liquidated damage. The City shall then select the next lowest responsive and responsible Bidder for award of the Contract, and the first Bidder who defaulted and failed to enter into Contract shall have no rights to dispute or to make claims against the City's actions.**

25.1 **Performance and Payment Bond**

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

26.0 **Bidders**

No Bidder may withdraw a Bid for a period of ninety (90) days from the opening date thereof.

27.0 **Insurance**

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

28.0 **Qualifications**

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

adequate supply of drinking water for his employees.

- 29.0 The Contractor shall preserve from damage all property, public or private, by consequence of his operations, and whatever such damage occurs, shall be immediately restored to its original condition by the Contractor and at his own expense. In case of failure do to so, upon forty-eight (48) hours' notice the City may proceed to repair such damage as he may deem necessary, and charge the cost thereof to the Contractor under his Contract.
- 30.0 The Director of Public Works is to indicate the points of beginning, the order of procedure of work, so that maximum working time may be afforded the Contractor with minimum interference with other work, or the normal use of streets or other facilities.
- 31.0 If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workmen and equipment to insure the prompt completion of the work, or shall perform the work unsuitably, or shall discontinue the prosecution of the work, or from any other cause whatsoever shall not carry on the work in an acceptable manner and in accordance with the terms of the Contract, the City may give notice in writing to the Contractor and his Surety of such dally, neglect, or default, and upon the Contractor's failure to comply with such notice, shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract in an acceptable manner. All costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any money due or which may become due the Contractor, in cases where the expense so incurred by the City is less than the sum which would have been payable under the Contract. If the work has had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In cases where such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.
- 32.0 The City of West Miami reserves the right to reject any or all bids. As a matter of information to Bidders, the City does not bind itself to accept the minimum specification stated herein, but reserves the right to accept any bid which in the judgment of the City Commission will best serve the needs and interests of the City.
- 33.0 The Bid will not be awarded, nor payments will be made to the Contractor unless the Contractor has furnished proof to the City of West Miami that said contractor holds a valid license issued within the State of Florida, and that he meets Dade County qualifications for the type of work to be performed under the Contract and holds a valid Certificate of Competency.



**CITY OF WEST MIAMI  
WEST MIAMI, FLORIDA**

**CITY HALL CLERK'S OFFICE ROOF REPLACEMENT**

**REMOVAL AND REPLACEMENT**

**SPECIFICATIONS**

**1. GENERAL**

1. Locations: Pavilion and baseball restroom roofed areas at the West Miami Cooper Park 5761 SW 16 Street, West Miami, Florida 33144.
2. The scope of this Contract includes the removal of the existing Standing Metal Roof and replacement with a Standing Metal Seam roof system with one (1") insulation over the Gazebo roof deck. The removal and replacement of the existing materials over the current roofs, removal and replacement of the existing tongue and groove boards and replacement with four (4') by eight feet (8') plywood decking at the with 5/8 or 3/4 inch plywood sheets in complete sheets four feet (4') by eight feet (8') plywood tongue and groove or plywood T111 for the deck. The work shall include any other work required by the Florida Building Code and shall be accomplished in sequence with the roof work.
3. Sequence of Work: The City has the right to indicate to the Contractor the sequence of work in conjunction with the work and the activities in the Municipal Complex. The City shall have the right to stop the work, by giving the Contractor 24 hours' notice of the change. There shall be no additional charges due as a result of modifying the order of the work.
4. Pre-Construction Inspection: The Scope and sequence (priorities) shall be determined by the City as a result of a pre-construction inspection to be attended by the Contractor's authorized representative and the Contractor's field supervisor.
5. Schedule of Work: Within one week of receiving the Scope of Work and the priorities' sequence from the City, the Contractor shall prepare and submit for approval a work schedule listing the work areas to be replaced as part of the Contract. The schedule shall indicate holidays of both the City and the Contractor.
6. Payment Requisition Form: Within one week of receiving the Scope of Work and the priorities from the City, the contractor shall submit for

- approval the form to be used for making draws (A1A form 702cma).
7. Progress Meetings: The Contractor's representative and/or field supervisor shall provide progress work, and shall submit any proposed schedule changes, at the progress meetings. Time and locations of the meetings shall be determined as required.
  8. Notices: Notify the City immediately if a conflict arises with parked vehicles or other private obstructions. Reschedule work as necessary to avoid conflicts with residents or activities.
  9. Area of Work: The work shall take place in the City of West Miami Recreation Center on City-owned properties only. The Contractor shall not utilize private lands for any purposes whatsoever. The storing of materials and equipment in the swale or parkway areas or on the street pavement shall be done only with the prior knowledge and approval of the City. Noting the storage on the work log shall not imply knowledge or approval. Never store items on the sidewalks.
  10. Removal of Contractor Materials: All debris from building roofs is to be done as to not disturb surrounding roofs. All other roofs are to be protected at all times. Remove materials or equipment not in use for more than one week. Remove or relocate items immediately (including weekends and holidays) upon notification from the City. Items requested for relocation and remaining at the end of the day will be removed by the City. The cost of removal and storage will be the responsibility of the Contractor, and will be deducted from moneys owed.
  12. Time of the Essence: The Contractor shall be required to complete all of the Scope of the work designated for performance under this Contract within the time allowed. Failure to complete the assigned scope as specified will result in the assessment of Liquidated Damages, as described in the Special Conditions.

## 4.0 STANDING METAL ROOF SPECIFICATIONS



Design and Construction Standards Standing Seam Metal Roofing 07410-1 of 4 Facilities  
Planning & Design

### SECTION 07410 STANDING SEAM METAL ROOFING PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS:

A. General provisions of the Contract, including General and Supplementary Conditions and Division I - General Requirements, apply to work specified in this Section.

#### 1.2 DESCRIPTION OF WORK:

A. Extent of this work as indicated on the drawings and or specified herein. Including but not limited to pre-coated metal roofing panels and associated, wall, rake, valley and counter flashings.

### 1.3 REFERENCES

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM B32 – Standard Specification for Solder Metal.
- C. ASTM D226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- D. ASTM D2178 – Standard Specification for Asphalt Impregnated Glass Mat for Roofing and Waterproofing.
- E. ASTM D4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- F. FS O-F-506 - Flux, Soldering, Paste and Liquid.
- G. NRCA (National Roofing Contractors Association) - Roofing Manual.
- H. SMACNA - Architectural Sheet Metal Manual.
- I. Florida Building Code.
- J. Current ASCE Minimum Design Loads for Buildings and other Structures.

### 1.4 QUALITY ASSURANCE:

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum of ten-years documented experience.
- B. Installer: Company specializing in sheet metal roof installations with five-years documented experience and approved and certified by the manufacturer.

### 1.5 SUBMITTALS:

- A. Shop drawings showing complete erection layouts, details and manufacturer's installation instructions shall be submitted for approval. Details and layouts shall show weights, gauges or thickness of sheet metal, jointing, fastening, expansion joint spacing and procedures to be followed during installation. The Contractor shall be responsible for detailing and fabrication and for the correct fitting of sheet metal roofing shown on the shop drawings. Scaled catalog cuts may be submitted for factory-fabricated items.
- B. Submit two samples of all materials, and accessories with a full color range proposed for use illustrating standing seam, materials and finish. Florida Tech Design and Construction Standards Standing Seam Metal Roofing 07410-2 of 4 Facilities Planning & Design
- C. Certification: Submit written certification prepared and signed and sealed by a Professional Engineer, registered to practice in the State of Florida verifying that the metal roof system design meets indicated loading requirements and codes of authorities having jurisdiction.
- D. Submit certification verifying that metal roofing system to be installed has been tested and approved to meet the requirements of Current ASCE Minimum Design Standards.
- E. Submit fall protection plan/system for use both during construction and owners use after construction for roof repair, meeting OSHA requirements.

- 1. System to be permanently installed by this contractor.

### 1.6 PRE-INSTALLATION CONFERENCE

- A. Prior to start of roofing installation and accessory work, conduct an on-site meeting with installer, architect, owner, manufacturer's representative, district's

roofing inspector, and other parties with a direct involvement in the process.

#### 1.7 PRODUCT HANDLING:

A. Pack factory fabricated components in cartons, with the Manufacturer's name or trademark. Carefully handle sheet metal items to prevent damage to the surfaces, edges, and ends, and store at the site above the ground in a covered, dry location. Damaged items that cannot be restored to like-new condition will be rejected at no additional cost to the Owner.

#### 1.8 WARRANTY:

A. Provide manufacturers written weather-tightness warranty for a minimum of 20-years against leaks in roof panels arising out of or caused by wear and tear under weather and atmospheric conditions. Both the metal roofing system manufacturer and the metal roofing system contractor shall sign warranty. B. Warranty: Cover damage to building resulting from failure to resist penetration of water with no dollar limit to the value of repairs or replacements covered by the warranty. C. Provide manufacturer's standard written warranty for twenty years against perforation of metal roof panels due to corrosion under normal weather and atmospheric conditions. Metal roofing system manufacturer shall sign warranty. D. Inspection and Report Services: Metal roof system manufacturer or his authorized agent shall perform an inspection of the entire roof system and shall submit a written report to the Owner detailing all conditions requiring maintenance and repair by parties under the above warranties. Perform inspections and reports once every other year over the 20-year weather-tightness warranty period. Cost of Inspection and Report Service shall be included in the contract amount. E. Manufacturer's Certification: Submit written certification signed by the manufacturer stating that the metal roof system manufacturer will provide warranties and inspection and Report Service specified herein.

#### 1.9 JOB CONDITIONS

A. Weather: Proceed with roofing work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.

#### 1.10 SPECIAL PROJECT WARRANTY

##### Design and Construction Standards Standing Seam Metal Roofing 07410-3 of 4 Facilities Planning & Design

A. Provide "sole source" 20-year roofing systems warranty issued by the manufacturer of the primary roofing materials and co-signed by his authorized installer (Contractor) attesting to a warranty that any defective materials that make up the roofing system (i.e. sheathing, roofing underlayment, metal roofing, accessories, flashing, etc.) and or workmanship or any loss of water-tightness due to any nature, except as excluded herein, will be promptly repaired and defective materials replaced without cost to the Owner during the lifetime of the said warranty.

1. The installer (Contractor) shall respond to warranty work by having workmen on the job within 8-hours from time of notification by telephone upon discovery of loss of watertightness. The manufacturer of the primary materials and the installer (contractor) shall indemnify the Owner against material damage incurred.

2. Also, provide written warranty signed by the manufacturer of primary roofing materials allowing Owner to make emergency repairs to roof without voiding manufacturer's warranty.

B. The special written warranty shall provide for a watertight roofing system for a period of no less than 20-years from 30-days after the date of substantial completion, not the roofing system completion date. Costs for repairs shall not be prorated but remain at full value. The first two years of the warranty period is to be covered by the General Contractor and/or Roofing Contractor, whichever is appropriate, with the remaining years covered by the manufacturer.

C. Any deviations or changes from the Manufacturer approved plans and specifications made by the authorized Installer (Contractor) prior to written approval or where inspection determines the installation to be ineligible for the warranty specified, all unauthorized installation shall be considered the joint responsibility of the manufacturer and Installer (Contractor) and shall be a single source responsibility until the special warranty can be issued.

D. Full costs of the warranty shall be included in the original cost.

#### PART 2 PRODUCTS 2.1 MATERIAL:

A. Metal roofing, drip edge, wall, rake, valley, counter flashing and related metal shall be 22-gauge Galvalume. Finish shall be selected from the manufacturers standard color range.

1. Profile of standing seam pans shall be \_\_\_" on-center (min.) spacing with a (1½") (2") standing seam height.

B. Roofing underlayment shall be 1-layer of "Protecto Wrap" or equal, laid dry with minimum salvage 32" lap horizontally and 6" minimum end laps. Install per manufacturers recommendations.

C. Fasteners, sealants, primer and roof accessories shall be in accordance with manufacturers written recommendations.

D. Substrate shall be ¾" CDX plywood deck secured to 22-ga metal deck attached to structure as required to conform with the Current ASCE Wind Load Design Standards.

2.2 SHEET METAL ACCESSORIES A. General: Unless otherwise indicated, provide accessories of same material as roofing system.

1. Fasteners: Galvanized steel and Stainless steel with neoprene washers, and in accordance with manufacturers written recommendations. All fasteners shall be designed to withstand a wind uplift load to meet the Current ASCE Minimum Design.

2. Primer: Zinc chromate or Galvanized iron type.

3. Protective Backing Painting: Zinc chromate alkyd or bituminous.

4. Sealant: In accordance with manufacturer's written recommendations.

5. Bedding Compound: In accordance with manufacturer's recommendations.

6. Reglets: Recessed type, galvanized steel, face and ends covered according to manufacturer's recommendation and Architect's designs.

### PART 3 EXECUTION

3.1 SURFACE PREPARATION: A. Surfaces that are to receive sheet metal roofing and roofing underlayment shall be even, smooth, sound, thoroughly clean and dry and free from defects that may affect the application. Before installation the deck shall be thoroughly covered by the roofing underlayment. 3.2 INSTALLATION:

A. Conform to quality, procedures and methods recommended by NRCA & SMACNA, where they apply. Accurately form, fit snugly, and have exposed edges folded under at least 2" and no sharp corners left exposed. Make-work securely fastened and absolutely watertight.

B. Any materials furnished but installed by others shall be in condition for final installation. Do all cutting, fitting, drilling or other operation in metal required to accommodate work of other trades. Provide any items essential to complete the installation though not specifically shown or specified. Such items shall be of the same kind, quality and type as similar items utilized elsewhere in the building.

Apply all sealant and butyl tape per requirements of manufacturer. 3.3

### APPLICATION:

A. Install metal roofing system including insulation board in strict accordance with manufacturer's directions and approved shop drawings.

B. All work shall be erected plumb, level, square, and in proper alignment with work of other trades.

C. Seams shall be laid in the direction of the roof slope.

D. Sheet Metal Accessories: Install sheet metal accessories per Manufacturer's recommendations unless indicated otherwise for positive anchorage to building and weather-tight mounting.

### 3.4 PROTECTION:

A. Dissimilar Metals: When aluminum materials are in contact with or fastened to dissimilar metals, with the exception of stainless steel or zinc, cover the contact surface of the dissimilar metal with 1-layer of 30-pound roofing felt.

B. Masonry or Plaster: When aluminum materials are in contact with or built into masonry or plaster, cover with a heavy brush coat of alkali-resistant bituminous paint or clear methacrylate lacquer.

C. Wood: When aluminum materials are in contact with green or wet wood, or any other absorptive material subjected to repeated wetting, or treated wood with a non-compatible preservative, cover the contact surfaces with 1-layer of 30-pound roofing felt. Seal joints with approved caulking material.

### 3.5 PATCHING:

A. Maintain the finish of roofing and siding at all times. Rusted areas and scarred during

installation shall be thoroughly cleaned and touched-up with an approved manufacturer's paint

END OF SECTION





## 6.0 AGREEMENT and BID FORM

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2021, by and between City of West Miami, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the work to the COOPER PARK GAZEBO STANDING METAL ROOF REPLACEMENT per existing specifications from the City of West Miami.

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

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within five (5) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 60 calendar days. Unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS, the CONTRACTOR will be penalized liquidated damages in the amount of \$200.00 per calendar day.

4. The CONTRACTOR agrees to perform all of the WORK described in the BID DOCUMENTS and comply with the terms therein for the lump sum of:  
\$ \_\_\_\_\_, dollars and \_\_\_\_\_ cents.

Contract is based on the existing roofs condition.

Estimated contract amount \$ 45,000.00 for purpose of bid bond.

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

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

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

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

OWNER: City of West Miami

BY:

Name: Yolanda Aguilar  
(Please type)

Title: City Manager

(Seal)

ATTEST:

Name: \_\_\_\_\_  
\_\_\_\_\_  
(Please type)

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Please type)

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

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Please type)

Title: \_\_\_\_\_

BID #202103252021