

RESOLUTION NO. 2026-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A CONTRACT WITH FLOTECH
ENVIRONMENTAL, LLC. FOR STORMWATER
SYSTEM CLEANING.**

WHEREAS, the *City of Coral Gables* conducted a competitive bidding process for the procurement of *Stormwater System Cleaning* and awarded a bid to *Flotech Environmental, LLC.*; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with *Flotech Environmental LLC.* for *Stormwater System Cleaning*;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between City of Coral Gables and Flotech Environmental LLC. (Agreement No. IFB 2025-020), and enter into an agreement with Flotech Environmental LLC.; for Stormwater System Cleaning in amount not to exceed the funding available in the approved annual budget.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of February, 2026.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney



PINECREST
MEMORANDUM

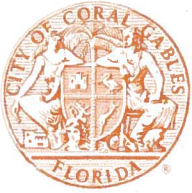
Public Works Department

DATE: February 3, 2026
TO: Yocelyn Galiano, ICMA-CM, LEED GA
FROM: David J. Mendez, P.E., Public Works Director
RE: Flo-Tech Environmental

Attached for your consideration is a resolution authorizing the Village Manager to execute a piggyback contract with Flo-Tech Environmental to labor, equipment, materials, transportation and disposal of debris associated with the cleaning, inspection and maintenance of multiple Village-owned catch basins, storm drainage piping, manholes, outfalls, drainage ditches, drainage wells, junction boxes and well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the Village. These services will be provided based on the terms and rates established in the contract, with an amount not to exceed the funding available in the approved annual budget.

The contract was entered into by the City of Coral Gables, Florida, on November 4, 2025, following a competitive bidding process in accordance with Florida Statutes and the Pinecrest Procurement Policy. This contract honors the bid prices through November 3, 2028, with an option to extend for two additional years.

I respectfully recommend that the Village Council adopt the attached resolution authorizing the Village Manager to execute a piggyback contract with Flo-Tech Environmental for an amount not to exceed the funding available in the approved annual budget.



The City of Coral Gables

Procurement Division

2800 S.W. 72ND AVENUE
MIAMI, FLORIDA 33155

September 15, 2025

Sent Via Email: estimating@flotechllc.com

Mr. Jose L. Ferre
Flotech Environmental , LLC
657 South Drive, Suite 401
Miami, Florida 33166

Re: Notice of Award – IFB 2025-020 Stormwater System Cleaning

Dear Mr. Ferre:

On September 12, 2025, a recommendation was issued to award a contract for the above-mentioned project to Flotech Environmental, LLC, as a responsive and responsible bidder was approved.

Accordingly, per the terms and conditions of the IFB, the following actions are required:

- Sign and attest the required Agreement
- Provide insurance certificate(s) and endorsement documents that comply with Article 13 of the above-mentioned agreement.
- Provide a Payment and Performance Bond that complies with Article 14 of the above referenced agreement.

Completion of the above actions is required within five (5) business days from receipt of this notice.

As soon as the award is approved, and the Agreement is executed by the City, an electronic copy will be returned to you for your records. If you have any questions, please contact Mr. Michael Angrand at 305-460-5103, or mangrand@coralgables.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tanya D. Donigan".

Tanya D. Donigan
Assistant Chief Procurement Officer

**Agreement # IFB 2025-020
Stormwater System Cleaning**

THIS AGREEMENT FOR THE PROVISION OF SERVICES (the "Agreement"), is made as of this 4 day of November, 2025, between the City of Coral Gables (hereinafter called the "CITY"), and Flotech Environmental, LLC (hereinafter called the "Contractor").

In accordance with Section 2-763 of the City of Coral Gables' Procurement Code and in consideration of the promises and the mutual covenants contained herein, the CITY agrees to retain the Contractor for the term specified herein.

WHEREAS, Contractor is interested in supplying the following goods and services; and

WHEREAS, the City is interested in engaging the Contractor to provide the following services; and

WHEREAS, the City solicited bids from qualified Contractors pursuant to City IFB No. 2025-020, which is incorporated into this Agreement by reference (the "IFB"), and the Contractor submitted a response to the IFB dated July 3, 2025, which is incorporated into this Agreement as part of Exhibit "B" and made a part hereof; and

WHEREAS, the Contractor agrees to accept this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Contractor for a three (3) year period to provide Stormwater System Cleaning. However, this period may be extended at the sole discretion of the City (through the City Manager) for two (2) additional one (1) year periods, pursuant to Procurement Code Section 2-685(i) entitled "Competitive sealed bidding (formal bids); Award."

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 The following documents shall comprise the Contract Documents ("Contract Documents"):

- 1.) This Agreement;
- 2.) Pricing Sheet – Exhibit "A"
- 3.) The Invitation for Bid (IFB) and Contractor's Response to the IFB, attached hereto as composite Exhibit "B";
- 4.) The Contractor's Certificates of Insurance and Additional Insured Endorsements, attached hereto as Exhibit "C"; and

1.2 Any of the Contract Documents listed above but not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. This Agreement incorporates all prior negotiations, agreements, and understandings applicable to the matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between

Agreement # IFB 2025-020 Stormwater System Cleaning

this Agreement and the other Contract Documents, this Agreement shall control. The Contractor must call any known conflict or discrepancy to the City's attention, in writing, prior to executing this Agreement. In the case of any conflict between the Contract Documents regarding the obligations or responsibilities of Contractor, whichever document imposes the greater obligation on the Contractor shall be controlling.

1.3 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission, which the Contractor may discover with respect to these documents before proceeding with the production and/or delivery of the goods contemplated herein. The issuance or the express or implied approval by the City of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Agreement.

1.4 By the execution of this Agreement, the Contractor acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such Contract Documents as no such representations or warranties have been or are hereby made.

ARTICLE 2 SCOPE OF WORK

The Scope of Work includes, but is not limited to, providing labor, equipment, materials, transportation and disposal for the cleaning, inspection and maintenance of multiple City-owned catch basins, storm drainage piping, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB). The storm sewer drainage system is composed of approximately 7,390 drainage structures (including catch basins, manholes, etc.), 55 miles of drainage pipe (incl. perforated pipe), and 167 outfalls. Cleaning of storm drainage structures will occur as directed by the Public Works Department on City owned/operated right-of-way.

ARTICLE 3 PROFESSIONAL SERVICES

3.1 Basic Services. The duties and responsibilities are outlined in Article 2.

3.2 Reporting. The Contractor shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Contractor shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Contractor during the previous month.

3.3 Availability of Contractor. The Contractor shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

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**ARTICLE 4
COMPENSATION**

4.1 Basic Compensation. In full consideration of the services of the Contractor hereunder, the Contractor shall be paid an amount as described in the Pricing Schedule in Exhibit "A". The City reserves the right to contract with the Contractor for additional services. Any increase in the agreed upon amount shall be approved by City Manager or his designee, and shall be in accordance with applicable City and State regulations.

4.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Contractor with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the City Manager or his designee.

4.3 Confidential Information. The Contractor agrees that any information received by the Contractor for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

4.4 Most Favored Public Entity. The Contractor represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

**ARTICLE 5
TERMINATION**

5.1 Termination for Cause.

If the Contractor breaches the conditions and obligations imposed by the Contract Documents, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if it fails to make prompt payment to sub-Contractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City may, without prejudice to any right or remedy and after giving the Contractor five calendar days' written notice, terminate this Agreement and secure the goods contemplated herein by whatever method the City deems expedient. In such case, if applicable, the Contractor shall not be entitled to receive any further payment until the City receives, through alternate means, the goods and services contemplated herein. If any unpaid contract balance due and owing to the Contractor exceeds the costs of securing the goods and services contemplated herein (which costs shall include expenses made necessary thereby and all other damages incurred by the City), such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the City. This provision shall in no way limit the City's right to claims for any additional damages, including but not limited to, liquidated damages, damages for defective or nonconforming goods, and all damages and setoffs allowable to the City in accordance with this Agreement, for which the Contractor shall be liable. If, after notice of termination for cause, it is determined for any reason that the Contractor was not in default, the rights and obligations of the City and Contractor

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Stormwater System Cleaning

shall be the same as though the termination had been a Termination for Convenience, as set forth herein.

5.2 Termination for Convenience.

The City may terminate this Agreement for the City's convenience and without cause upon thirty (30) calendar days' written notice to the Contractor. The City may also immediately, without prior notice, terminate this Agreement for the City's convenience and without cause. If the Contractor is terminated for convenience, the Contractor shall be paid for actual and documented expenditures for labor, materials, sub-Contractors, and the goods received and accepted by the City to the date of termination less payments made and damages for any defective or non-conforming goods, and less any amounts that the City is entitled to withhold pursuant to the terms of this Agreement and by law. The City shall not be liable to the Contractor for lost profits on any goods not provided and accepted by the City or any other type of consequential, special or indirect damages and Contractor hereby waives same. All costs must be fully supported by the Contractor's invoices and other documentation acceptable to the City, and shall be subject to the City's audit.

5.3 Duty to Cure and/or Remedy Defective Goods.

The Contractor shall, within three (3) working days of written notice from City, proceed to commence and diligently proceed to provide the goods requested as specified in the City's purchase order and shall correct or remedy said goods as requested by the City including the correction of defects or damage from whatever cause. The Contractor shall bear all costs of correcting such defective goods. This obligation shall survive termination of this Agreement. If the Contractor fails to commence to correct defective or nonconforming goods within three (3) business days from written Notice to Contractor, the City may correct such defective or nonconforming goods and the City may deduct such costs from any monies due, or if the defective or nonconforming goods are discovered after final payment, then Contractor shall pay such cost and expense, including attorney's fees incurred, within fourteen (14) days of receipt of a written demand from the City for reimbursement.

5.4 Nothing contained in this Agreement shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or law. The establishment of the time periods set forth above relates only to the specific obligation of the Contractor to correct defective goods, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations and any damages caused by the Contractor, including but not limited to any action commenced by the City for negligence, strict liability, breach of this Agreement or any warranties.

5.5 Termination by Contractor.

If the City fails to issue a payment for a period of thirty (30) days through no fault of the Contractor and there are no deficiencies with the invoice for payment as set forth in the Contract Documents, the Contractor may, after fourteen (14) calendar days' written notice to the City, terminate this Agreement and recover from the City, payment for actual and documented expenditures for labor, materials, and subcontractors to the date of termination, but which sum shall never exceed the amount due under the Contract Documents, less payments made, less the cost to complete any remaining, less the cost to correct any damaged, defective, or non-conforming goods, and any setoffs to which the City is entitled to under this Agreement. This sum shall be Contractor's sole remedy under this Agreement.

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**ARTICLE 6
INDEPENDENT CONTRACTOR,
DEFENSE, INDEMNIFICATION, & HOLD HARMLESS,**

6.1 Independent Contractor and Contractor. The Contractor acknowledges entering into this Agreement as an independent Contractor and Contractor, and that the Contractor shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Contractor's services, or those of employees of the Contractor. The City shall not withhold from sums payable to the Contractor, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Contractor, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

6.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Contractor.

6.3 Contractor warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Contractor shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Contractor or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

6.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

6.5 Defense, Indemnification, & Hold Harmless. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, 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 and arbitration costs) arising out of or resulting from the performance of this Agreement and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Contractor, any subconsultant or subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services 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 and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Contractor's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Contractor (or any subconsultant or subcontractor or any person or organization directly or indirectly employed by Contractor) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of this Agreement. Any failure of Contractor to comply with the terms of this provision shall be deemed a material breach of this

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Agreement and may subject Contractor to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

6.5.1 In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Contractor, any subconsultant, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services 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 subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

6.6 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Contractor will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from Contractor or any other party, Contractor will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Contractor will reimburse CITY on a per hour basis as follows:

- Mayor or City Commissioner\$300.00 per hour
- City Manager or Deputy City Manager.....\$250.00 per hour
- Assistant City Manager or Department Director\$250.00 per hour
- An Assistant Department Director.....\$100.00 per hour
- City Attorney, Deputy City Attorney or Asst. City Attorney.. .Prevailing market rates
- Other City employees.....\$50.00 per hour

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- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

**ARTICLE 7
INSURANCE REQUIREMENTS**

7.1 Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Office of Labor Relations and Risk Management for review and approval.

INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations,

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personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000
Personal & Advertising Injury Limit - \$1,000,000
General Aggregate Limit - \$2,000,000
Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000
Any Auto (Symbol 1)
Hired Autos (Symbol 8)
Non-Owned Autos (Symbol 9)

Pollution Liability coverage at a minimum limit not less than One Million (\$1,000,000) Dollars per occurrence and per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the City reserves the right to review and request a copy of the Contractor's most recent annual report or audited financial statements. This coverage shall be endorsed to include the "City of Coral Gables" as an Additional Insured.

Professional Liability with a limit of liability not less than One Million (\$1,000,000) Dollars per claim, with a deductible per claim not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed in connection with this agreement. Contractor shall maintain Professional Liability coverage for at least ten (10) years after completion of the work.

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

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REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language:

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance)

Waiver of Subrogation on all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096

All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City:

A Certificate of Insurance containing the following information:

Issued to entity contracting with the City
Evidencing the appropriate Coverage
Evidencing the required Limits of Liability required
Evidencing that coverage is currently in force
Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.
A copy of each endorsement that is required by the City

All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf.

The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

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The City reserves the right to require additional insurance requirements **at any time during the course of the agreement.**

WAIVER OF INSURANCE REQUIREMENTS

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

CONTRACTOR is encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

All insurance documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to riskmanagement@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When submitting Professional, Contractor and/or Vendor evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance

**ARTICLE 8
SOVEREIGN IMMUNITY**

8.1 Sovereign Immunity.

The Contractor acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Contractor acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- (a) Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this

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Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;

- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by any City Employee or Agent of the City; and
- (d) Claims based upon an alleged waiver of any of the terms of this Agreement. The Contractor affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change order as required in this Agreement, the Contractor shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if the Contractor has not given all required notices and obtained a written a change order when required.

**ARTICLE 9
FLORIDA PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 119, et seq.**

9.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Contractor acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Contractor also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Contractor agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

**ARTICLE 10
WAIVER OF CONSEQUENTIAL DAMAGES**

10.1 The Contractor waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of

**Agreement # IFB 2025-020
Stormwater System Cleaning**

management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any Work not performed by Contractor.

**ARTICLE 11
RESOLUTION OF DISPUTES; GOVERNING LAW AND VENUE**

11.1 Contractor understands and agrees that all claims by Contractor against the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner. Any claims by Contractor arising under this Agreement shall be submitted in writing, with all supporting documentation, to the City Manager as identified in the Notice provisions herein with a copy to the City's Chief Procurement Officer. Upon receipt of said notification City Manager or his designee shall review the issues relative to the dispute or Claim, and issue a written finding within ninety (90) calendar days from the date of submission of the dispute or Claim consistent with Section 2-913 of the City of Coral Gables Code of Ordinances, unless the City Manager or his designee requires additional time to gather information or allow the parties to provide additional information. During the pendency of any dispute and after a determination thereof, the Contractor, City Manager, and City shall act in good faith to mitigate any potential damages. The decision of the City Manager shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. A party may seek judicial relief pursuant to the Florida Rules of Appellate Procedure, provided that the claimant shall not be entitled to such judicial relief if they have not followed the procedure outlined herein. Indeed, the Parties hereto agree that a failure to comply with the dispute resolution procedures outlined in this Article shall constitute a failure to exhaust administrative remedies and, therefore, bar any potential judicial action related thereto.

11.2 This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement and/or the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

11.3 In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**ARTICLE 12
SUCCESSORS AND ASSIGNS**

12.1 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign this Agreement without the express prior written consent of the City, nor shall the Contractor assign any monies due or to become due to it hereunder, without the express prior written consent of the City.

**ARTICLE 13
MODIFICATION**

13.1 No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid

Agreement # IFB 2025-020
Stormwater System Cleaning

unless in writing and signed by the party against whom it is sought to be enforced.

**ARTICLE 14
RIGHTS AND REMEDIES**

14.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 15
WAIVER**

15.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**ARTICLE 16
SEVERABILITY; SURVIVAL**

16.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

**ARTICLE 17
UNCONTROLLABLE FORCES**

17.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

Agreement # IFB 2025-020
Stormwater System Cleaning

**ARTICLE 18
WRITTEN NOTICE**

18.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for such party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

For the City:
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

cc: City Attorney

For Contractor:
Yinet Quintana, Business Manager
Flotech Environmental
657 South Drive, Suite 401
Miami Springs, FL, 33166
305-505-5565
contractadmin@flotechllc.com

**ARTICLE 19
AUDITS**

19.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Contractor at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall

**Agreement # IFB 2025-020
Stormwater System Cleaning**

constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Contractor, then the difference shall be either repaid by Contractor to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Contractor from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Contractor, then the difference shall be paid to Contractor by cash payment.

**ARTICLE 20
AVAILABILITY OF FUNDS**

20.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

**ARTICLE 21
COMPLIANCE WITH LAWS**

21.1 In performance of the services, the Contractor will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Contractor to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

**ARTICLE 22
CONFLICT OF INTEREST**

22.1 Contractor covenants that no person employed by the Contractor which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Contractor further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Contractor or its employees must be disclosed in writing to City.

22.2 Contractor is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

22.3 The Contractor represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Contractor agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Contractor, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

Agreement # IFB 2025-020
Stormwater System Cleaning

**ARTICLE 23
FEDERAL AND STATE TAXES**

23.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its Contractors for materials to fulfill the contractual obligations with the City, nor shall the Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**ARTICLE 24
CONTINGENT FEES**

24.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25
ENTIRETY OF AGREEMENT

25.1 The City and the Contractor agree that this Agreement and the Contract Documents sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement and the Contract Documents supersede all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Contractor pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

The following documents are made an integral part of this Agreement:

- A. Insurance Certificates

**ARTICLE 26
COUNTERPARTS**

26.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

**ARTICLE 27
CONFIDENTIALITY**

27.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the City.

Agreement # IFB 2025-020
Stormwater System Cleaning

**ARTICLE 28
OWNERSHIP OF DOCUMENTS**

28.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

**ARTICLE 29
TRUTH-IN-NEGOTIATION CERTIFICATE**

29.1 Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

29.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

**ARTICLE 30
STANDARD OF CARE**

30.1 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances, and the Contractor shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

30.2 The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 31
NON-DISCRIMINATION**

31.1 EEO and ADA. The contractor must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

31.2 It is understood that the Contractor shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, marital status or any other legally protected class.

31.3 City Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

Agreement # IFB 2025-020
Stormwater System Cleaning

**ARTICLE 32
WAIVER OF TRIAL BY JURY**

32.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. FURTHERMORE, CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Agreement # IFB 2025-020
Stormwater System Cleaning

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written.

Approved as to Insurance:
DocuSigned by:

Marjorie Tapia
99D77E73E2C644F...
Risk Manager
Risk Management Division

Approved by Department Head
or head of negotiations team as to
the negotiated business terms:
DocuSigned by:

Hermes Diaz
A9B891C31748436...
Hermes Diaz
Public Works Director

Approved as to compliance with applicable
Procurement Requirements:
DocuSigned by:

Celeste S. Walker-Harmon
479349E4633844C...
Celeste S. Walker-Harmon
Chief Procurement Officer

Approved as to Funds Appropriation:
Signed by:

Diana Gomez
DD086B973280431...
Diana M. Gomez
Finance Director

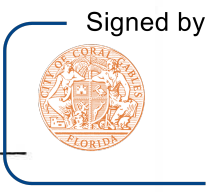
AS TO CITY:

DocuSigned by:
Peter J. Iglesias, P.E.
416562E65FC748F...
Peter J. Iglesias, P.E.
City Manager
Signed by:

Jose Gomez
18887943425246B...
José L. Gomez, P.E.
Deputy City Manager

ATTEST:

DocuSigned by:
Billy Y. Urquia
356417D2FA864FF...
Billy Y. Urquia
City Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
DocuSigned by:

Cristina M. Suarez
9A595ED64D304E8...
Cristina M. Suarez
City Attorney

AS TO CONTRACTOR:

Jose Felice Ruiz
JOSE FELICE
Title:

ATTEST:

Name: Amézquita
Corporate Secretary

(SEAL)
(OR) WITNESSES (2): Juan

Print Name: JONATHAN DE ARMAS

Print Name: NICHOLAS OLIVA

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134



INVITATION FOR BIDS
IFB No. 2025-020

STORMWATER SYSTEM CLEANING

INFOR EVENT No. 122

Submittal Deadline / Bid Opening: Monday, August 11, 2025, AT 2:00 p.m.



CITY OF CORAL GABLES, FL
2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2025-020

The City of Coral Gables is seeking bids for **Stormwater System Cleaning - IFB 2025-020**. This solicitation consists of cleaning drainage pipes, catch basins, manholes, outfall (culvert) pipes, and slab covered trenches, as well as closed circuit television (CCTV) inspections.

The Invitation for Bids (IFB) package may be downloaded by visiting Infor ([Supplier Services webpage](#)). Prospective bidders must register with Infor, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: <https://www.coralgables.com/department/procurement/services/supplier-services>.

Any prospective bidder who has received this solicitation by any means other than through Infor must register immediately with Infor to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of bid submitted.

SOLICITATIONS RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH INFOR. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide for responding electronically to solicitations can be found by visiting the Infor [Supplier Services webpage](#).

Any request for additional information or clarification must be received in writing through Infor no later than Monday, July 21, 2025, at 4:00 PM. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

A non-mandatory pre-bid conference will be held on Monday, July 14, 2025, at 10:00 a.m. Attendance shall be via **Zoom video conference: Meeting ID: 825 9373 9287. Prior to the pre-bid meeting, the name of the companies and meeting participants that plan to attend should be sent to mangrand@coralgables.com. Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate: [Zoom](#)**

Bids for IFB No. 2025-020 will be received until 2:00 PM, on Monday, August 11, 2025. Bids must be submitted electronically through Infor. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

| | |
|---------------------------------------|---|
| Solicitation Advertisement | Thursday, July 3, 2025 |
| Non- Mandatory Pre-Bid Meeting | Monday, July 14, 2025, at 10:00 AM |
| Deadline for Questions | Monday, July 21, 2025, at 4:00 PM |
| Submittal Deadline | Monday, August 11, 2025, at 2:00PM |

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. **Bid must be firm for ninety (90) calendar days.** The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2025-020

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) The time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2025-020

COMPANY NAME: (Please Print): _____

Phone: _____ Email: _____

-- NOTICE --

BEFORE SUBMITTING YOUR SOLICITATION, MAKE SURE YOU HAVE:

A response package numbered by page must be submitted. Please provide the PAGE NUMBER of your solicitation response (PLEASE DO NOT SUBMIT AN ENTIRE COPY OF THE ORIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # _____
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. PAGE # _____
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # _____
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # _____
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # _____
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.8 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". PAGE # _____ As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) Business Experience and References – Using the required Attachment A - Reference Form bidders must demonstrate the requirements as outlined in Section 3. *References submitted in any other format will not be accepted.* All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated in Section 3. PAGE # _____

Note: Do not include work/services performed for the City of Coral Gables or City employees as references.

- 8) Bid Pricing: Complete in INFOR on the Lines tab.
- 9) A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank, in accordance with Sections 1.13 and 1.15. AN ORIGINAL COPY OF THE BOND **MUST** BE RECEIVED PRIOR THE DEADLINE/CLOSING DATE & TIME OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO

BE CONSIDERED RESPONSIVE. **The bond must be delivered DIRECTLY to the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155.** The office is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays). PAGE # _____

- 10) Fill out, sign, notarize, and submit the Bidder's Affidavit and Schedules A through P. PAGE # _____
- 11) Complete the Employer E-Verify Affidavit (Refer to Section 4.81) PAGE # _____
- 12) Complete the Lobbyist Registration Form (Attachment _____) PAGE # _____

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

- 1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Construction Agreement (*draft*).
- 2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB and provide an **electronic response package**. DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.
- 3. **Prepare and submit your RESPONSE electronically via INFOR.**
- 4. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THESE PAGES MUST BE RETURNED WITH YOUR BID PACKAGE. PLEASE NOTE THAT IT IS THE BIDDER'S RESPONSIBILITY TO MAKE SURE THE BID BOND IS RECEIVED BY THE PROCUREMENT OFFICE AND SHOULD NOT BE DELIVERED TO ANY OTHER SITE OR DEPARTMENT.

SECTION 1 – INTRODUCTION TO INVITATION TO BID (ITB)

Invitation for Bids (IFB) No. 2025-020

1.1. Invitation

Thank you for your interest in this Invitation for Bids (“IFB”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Bids”) from Firms (“Bidder”) which offer to provide the services described in Section 2.0 “Specifications / Scope of Work”.

1.2. Contract Terms and Conditions

The Bidder(s) selected to provide the service(s) requested herein (the “Successful Bidder(s)”) shall be required to execute a Contract or a Professional Services Agreement (“Agreement”) with the City in substantially the same form as the Agreement included as part of this IFB, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with an option to renew for two (2) additional one (1) year periods at the sole discretion of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

B. CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

Throughout this IFB, the phrases “must”, “shall” and “will” denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.3. Additional Information or Clarification

The Bidder must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Bidder may request clarification at the pre-bid conference or by **WRITTEN REQUEST** via INFOR [Supplier Services webpage](#) prior to the deadline for written questions.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** via INFOR prior to the response submission date. **Bidders must register via INFOR to ensure receipt of any addendum issued to the solicitation.** Failure to acknowledge receipt of addendum may result in disqualification of bid submitted.

It will be the bidder’s responsibility to assure receipt and acknowledge all addenda. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail. Any request for additional information or clarification must be received in writing.

Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

1.4 Method of Award

Award of this project will be made to the lowest responsive, responsible bidder, who bids on all items, and whose bid offers the lowest total price when all items are added in the aggregate. Failure to bid on all items may render your bid non-responsive. The City in its sole discretion will determine if the pricing received is reasonable and if it is in the best interest of the City to move forward with the award.

1.5 Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder, complying with all the provisions of this Invitation for Bid. In addition to price, other factors when determining the lowest responsive and responsible bidder, include but are not limited to:

1. The ability, capacity, equipment and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, efficiency and litigation history of the bidder.
4. The quality of performance on previous contract(s).
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the City to receive such future maintenance and service.
9. The number and scope of conditions attached to the bid.

The Bidder shall not be permitted rate increases as a result of a low bid. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute an Agreement with the Successful Bidder(s) if it is determined to be in the best interest of the City.

1.6 Agreement Execution

By submitting a Response, the Bidder agrees to be bound to and execute the Agreement for this solicitation without diminishing the foregoing, the Bidder may request clarifications to the City for interpretation purposes only. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement if negotiations takes.

Failure of the successful Bidder to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the IFB through action taken by the City Commission at a duly authorized meeting. If the Bidder first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.

1.7 Unauthorized Work

Any unauthorized work performed by the Successful Bidder(s) shall be deemed non-compensable by the City.

1.8 Changes/Alterations

Bidders may change or withdraw a Response at any time **prior to** the Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this IFB. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

1.9 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the IFB or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in IFB section 1.4 above. Should it be necessary, the City will issue a written addendum to the IFB clarifying such conflicts or ambiguities.

1.10 Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue an Invitation for Bid.

Any Responses submitted by a Bidder who is in arrears (money owed) to the City or where the City has an open claim against a Bidder for monies owed the City at the time of Bid submission, will be rejected as non-responsive and shall not be considered for award.

1.11 Bidders Expenditures

Bidder(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this IFB are exclusively at the expense of the Bidder(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Bidder in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Bidder(s) if an Agreement is awarded.

1.12 Financial Stability and Strength

The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Bidders may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the bid submittal is from a joint venture, each Bidder involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.

Any Bidder may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law, or any state insolvency.

1.13 Bid Bond/Bid Security/Bid Deposit

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent **(5%) of the total bid amount must be submitted as an original hard copy prior to the closing date and time of the solicitation.** The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Bidder being "non-responsive" and rejected. The original bid bond must be delivered prior to the closing of the solicitation to the address listed on the Bidder's Acknowledgment Form with the name of the solicitation clearly indicated.**

1.14 Performance and Payment Bond

The successful Bidder shall post a Performance and Payment Bond from a Corporate Surety after an approved award, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to one hundred percent **(100%)** of each project(s) total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section 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 the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or

materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

1.15 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

| <u>Bond Amount</u> | <u>Best Rating</u> |
|------------------------|--------------------|
| 500,000 to 1,499,999 | A VI |
| 1,500,000 to 2,499,999 | A VIII |
| 2,500,000 to 4,999,999 | A X |
| 5,000,000 to 9,999,999 | A XII |
| over 10,000,000 | A XV |

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposals is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

1.16 Definitions

Bid means an offer submitted by a prospective vendor in response to an invitation for bids issued by the city.

Bid bond means a surety instrument, accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid security means a sum of money, which could be in a form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the deposit.

Lobbying – means the act of attempting to influence others to create legislation or conduct an activity that will help a particular organization.

May denotes the permissive.

Must denotes the imperative.

Offeror means a “person” or “entity” submitting an offer in response to a solicitation.

Performance bond means a certificate issued by a surety to a successful offeror, to protect the city from loss due to the offeror's inability to complete and fulfill the contract requirements as agreed.

Person means any business, corporation, partnership, individual, union, committee, club, organization, or group of individuals.

Responsible bidder or offeror means a person who is deemed to possess the capability, as determined by the city, in all respects to perform fully the contract requirements, and the experience, capacity, facilities, equipment, credit, integrity and reliability, which will assure good faith performance.

Responsive bidder means an offer that conforms in all material respects to the requirements set forth in the solicitation document.

SECTION 2 – SUMMARY OF WORK

Invitation for Bids (IFB) No. 2025-020

2.1 Purpose

The City of Coral Gables (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide labor, equipment, materials, transportation and disposal for the cleaning, inspection and maintenance of multiple City-owned catch basins, storm drainage piping, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB). The storm sewer drainage system is composed of approximately 7,390 drainage structures (including catch basins, manholes, etc.), 55 miles of drainage pipe (incl. perforated pipe), and 167 outfalls. Cleaning of storm drainage structures will occur as directed by the Public Works Department on City owned/operated right-of-way.

2.2 Scope of Work

The work covered by these specifications includes, but is not limited to, providing labor, supervision, equipment, materials, maintenance of traffic, transportation and disposal for the cleaning, inspection and maintenance of City owned stormwater infrastructure including emergency callouts to City's infrastructure. The Public Works Department reserves the right to assign work on an as needed basis. Routine work shall consist of work scheduled monthly to maintain existing level of service from the storm sewer drainage system and to extend the useful life of the system.

2.3 Operational Plan

Contractors shall provide all equipment, transportation, materials, and labor needed to accomplish the work. It is the Contractor's responsibility to identify what equipment is needed to perform the required work, which may vary based on the amount of debris or sediment and the type of infrastructure being cleaned. The City shall have final approval of the Contractor's operational plan and reserves the right to require changes that are in the best interests of the City. The contractor shall comply with all federal, state and local laws, rules, environmental standards, practices and regulations governing the services herein. Operational Plan shall include but is not limited to:

- 2.3.1 Dewatering, turbidity and sediment control, and regulatory permitting, as needed.
- 2.3.2 The contractor shall conform to Occupational Safety and Health Administration (OSHA) requirements, latest version, including Confined Space Entry requirements.
- 2.3.3 The contractor shall provide the City with a list of equipment to be used for stormwater infrastructure cleaning.
- 2.3.4 The contractor shall provide contact information that is available to respond 24 hrs. per day 7 days per week. It is anticipated that all routine maintenance work will be completed during normal business hours.
- 2.3.5 The contractor shall maintain the premises free from accumulation of waste materials and debris resulting from the work. After completion of work, the contractor shall remove all waste materials and debris from the worksite.
- 2.3.6 The Contractor shall assign a supervisor for this work and such supervisor shall always be available.

2.3.7 The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

2.3.8 Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage systems cleaning as specified. Mobilization is incidental to the cost of stormwater system cleaning. The Contractor shall be compensated based on the work completed and accepted.

No warranty or guarantee is expressed or implied as to the total quantity of services resulting from this request. Estimated quantities are approximate and subject to variance.

2.4 Permits, Taxes, Licenses and Fees

The successful bidder(s) shall at his or her own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws and rules and regulations that may apply to the services provided under this contract. National Pollution and Discharge Elimination System (NPDES): The City is a co-permittee of the Miami Dade County Municipal Separate Storm Sewer System (MS4) and as a result the Contractor shall support the requirements of the MS4 NPDES permit and the implementation of appropriate Best Management Practices for preventing or reducing stormwater pollution.

Copies of all required licenses or registrations should be included with bidder's proposal or upon request of the City, and on an annual basis thereafter.

2.5 Employees and Work Vehicles

All employees should be provided identification (uniform, employee badge, business card, etc.) that reflects they are authorized to perform work for the Contractor. Contractor shall provide any and all personal protective equipment (PPE) required for the work being performed, including high-visibility outerwear, in compliance with OSHA regulations. The City reserves the right to stop work should the Contractor fail to provide appropriate PPE.

All Contractors' vehicles must be clearly marked as being a licensed contractor working for the city and employees wearing a uniform that always identifies the company name.

2.6 Equipment

All equipment shall be maintained for efficient and safe operating conditions while performing work under this contract. Equipment shall have all proper safety devices required by law, properly always maintained and in use. Contractor is responsible for providing equipment that will thoroughly clean all debris and materials at the bottom of the catch basins, storm drainage piping, manholes, and junction boxes. Equipment needed will include, but may not be limited to, vacuum trucks, closed circuit television monitoring, hydrojets, and debris and liquid waste hauling vehicles. All equipment shall be clearly marked with the Contractor's company name and phone number, along with a unique truck number or other identifier. All equipment to be used shall comply with Florida Department of Transportation (FDOT) regulations, be free of leaks, shall be covered if hauling any debris and be maintained according to the manufacturer's specifications. The City reserves the right to require the removal and replacement of any vehicle that is found to be improperly functioning, leaking or in poor condition.

2.7 Disposal

Material removed from the stormwater system will be collected and dumped at an approved location. The hauling mileage, tipping fees, and any other costs associated with disposal are incidental and shall be included as part of all stormwater system cleaning except for Slab Covered Trench cleaning. Manifest tickets for material disposed of at an approved facility shall be provided by the Contractor to document Contractor pay requests.

2.8 Emergency Callouts

The Contractor shall be available for emergency callouts 24 hours per day, 7 days per week and be capable of providing at least three (3) vacuum trucks within one (1) hour of City's notification. The cost for an emergency vacuum truck shall be invoiced on a per-hour basis. The Contractor shall make additional vacuum trucks available to the City if requested.

2.9 Root Removal

Should roots be encountered during the cleaning or inspection phases of the project, they are to be removed. Special attention should be exercised during the cleaning operation to ensure complete removal of the roots. Procedures may include the use of mechanical equipment such as cutting/rodding machines, bucket machines, and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root removers will not be allowed. The costs associated with disposal of removed root material are incidental to the pay item for Root Removal.

2.10 Dewatering

When water is present, the contractor may de-water as necessary to facilitate cleaning. This could be accomplished using air bag plugs and by-pass pumping downstream. The cost to dewater shall be included in the cost of stormwater system cleaning.

2.11 Maintenance of Traffic

All lane closures shall have the prior approval of the Public Works Department. While performing work, the Contractor will be required to provide the necessary Maintenance of Traffic (MOT) plan to warn motorists of work being performed. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design and the Manuals on Uniform Traffic Control Devices (MUTCD), as a minimum criterion. The Contractor's employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

All costs associated with Maintenance of Traffic shall be included in the cost of stormwater cleaning which includes setup for all traffic control operations during cleaning work. A setup is defined as the placement of cones, barricades, arrow boards, flagmen, and any ancillary items to ensure traffic safety.

2.12 Drainage Pipe, Catch Basin & Manhole

2.12.1 Cleaning

Work shall consist of conducting routine mechanical cleaning of storm sewer pipes, catch basins and manholes with truck mounted sewer vacuum/jetting units. The contractor shall remove drainage structure grate or cover (and baffle devices, if necessary), clean drainage structure through the use of a vac-truck to remove all debris, soils, roots, organic matter and other miscellaneous debris, take a picture of the cleaned drainage structure, and reinstall grate or cover.

All storm drainage piping, manholes, and catch basins shall be completely flushed of debris and accumulated sediment. At the end of each workday, a list of storm drainage piping, manholes, and catch basins shall be submitted to the City. When all storm drainage piping, manholes, and catch basins have been cleaned on a location map, a map with the date next to each item indicating when it was cleaned shall be updated reflecting progress and submitted to the City. The contractor will assist and provide necessary information to the City to update the information of the existing infrastructure that is not reflected in the maps provided by the City. The information may include but it is not limited to pipe size, pipe length, pipe material, and pipe direction. The City maps are in Geographic Information System (GIS).

The marked-up location map shall also identify storm drainage piping, manholes and catch basins that cannot be cleaned due to either accessibility or maintenance issues. The City shall be informed of such locations on the same day and may request that the identified structures and pipe be cleaned at a later date. Contractor shall notify the City of any broken or defective structures and pipe at the end of the working day, with photos depicting the defect or damage. Photographs of cleaned catch basins shall be submitted to the City electronically once work is completed, or upon the request of the City. Photographs shall be in electronic JPG format in a media approved by the City. Files shall be labeled with unique identifiers and correspond to the maps.

2.12.3 Equipment

The mechanical storm drainage cleaning operation shall be done in a manner not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints. The contractor shall use high velocity hydraulic (hydro-cleaning) equipment (vacuum and jetting truck). All high-velocity Storm Sewer cleaning equipment shall be operated at the industry standard for proper cleaning of the City's stormwater infrastructure. All equipment manufacture's recommendations for pressure (PSI rating) and gallons per minute (GPM) shall be adhered to. The nozzles shall be capable of producing a scouring action, in the lines assigned to be cleaned, to remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manholes/catch basin walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.

2.12.4 Closed Circuit Television (CCTV) Inspections

When requested by the City, the contractor shall use Closed Circuit Television (CCTV) inspection of the stormwater pipe system to provide a means of visually assessing the condition of the system. Files shall be labeled with unique identifiers and correspond to the maps. The City may, from time to time, request the Contractor to perform CCTV only inspections of this infrastructure. Contractor shall provide CCTV inspections at the request of the City including video footage in an electronic format acceptable to the City. City will provide Contractor with a written request for CCTV. Contractor shall invoice the City upon completion of the work requested, once approved by City staff.

2.13 Outfall (culvert) Pipe

2.13.1 Cleaning

Culvert cleaning will consist of the removal of silt and/or debris from the culvert barrel and the culvert end sections to restore proper drainage. The contractor shall remove and dispose of material from the culvert barrel. When the silt and/or debris has been removed from the culvert barrel, the entire culvert, including the culvert inverts, shall be free of silt/debris, allowing a normal flow of water.

2.13.2 Equipment

Removal of silt and/or debris from the culvert end sections will require the use of a backhoe or similar type of equipment to remove the undesired material from the culvert end section. The removed silt and/or debris shall be hauled away and properly disposed in accordance with all applicable local, State, and Federal laws and regulations.

2.13.3 Visual Inspection

Before and after cleaning, every culvert shall be inspected by visual inspection with City staff. Re-cleaning of culverts determined to be unacceptable by the City within the time specified at no additional cost.

2.14 Slab Covered Trench

2.14.1 Cleaning

All slab covered trench shall be completely flushed of debris and accumulated sediment. At the end of each workday, a list of all trench segments cleaned that day shall be submitted to the City along with a marked-up location map identifying trench segments that were cleaned and not cleaned due to either accessibility or maintenance issues. The City shall be informed of such locations on the same day and may request that the identified trench segment be cleaned at a later date. Contractor shall notify the City of any collapsed trench section at the end of the working day, with photos depicting the defect or damage. Photographs and/or videos of cleaned trench segments shall be submitted to the City electronically once work is completed, or upon request of the City. Photographs shall be in electronic JPG format in a media approved by the City. Files shall be labeled with unique identifiers and correspond to the maps.

Perform desilting operations in a manner not to damage the trench walls & bottom or surrounding area.

Meet the requirements of Federal, State and local environmental standards and laws when performing all activities.

Grade and sod any disturbed areas caused by the desilting operation. Water source will be City fire hydrants which will require a water meter for construction water use. Contractor to pay for the water and include in the desilting unit pricing.

Repair or replace damage to turf, pavement, signs or structures, etc. due to negligence to the satisfaction of the City at no additional cost. Complete repairs prior to submission of the invoice for work accomplished.

2.14.2 Equipment.

Cleaning equipment shall be either high-velocity hydro cleaning equipment, or mechanical cleaning equipment. Where solids accumulations are such that mechanical cleaning equipment must be used first to remove the major portion of the material within the trench, high-velocity hydro cleaning equipment shall be brought in to finish cleaning at no additional cost to the City. Selection of the equipment used shall be based on the conditions of the trench at the time of work commences. The equipment and methods selected shall be satisfactory to the City.

High-velocity Jet (Hydro cleaning) Equipment: All high-velocity culvert cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a minimum of 600 feet of high-pressure hose with a selection of two or more high-velocity nozzles. The nozzles shall have a minimum capacity of 60 GPM at a minimum working pressure of 1,200 pounds per square inch (measured at the pump) and shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The gun capacity shall be at least 10 GPM at 200 pounds per square inch (psi). The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

Mechanically powered equipment: Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the trench will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have automatic safety clutch or relief valve.

2.14.3 Visual Inspection

Before and after cleaning, every trench shall be inspected by visual inspection with City staff. Re-cleaning of trenches that are determined to be unacceptable by the City within the time specified at no additional cost.

2.14.4 Degree of Blockage.

Trench cleaning will be divided into two categories: trench less than 50% full and trench greater than 50% full. Prior to cleaning, the City's representative and the Contractor would come to a consensus as to what degree of blockage the trench run qualifies based on field depth measurements to determine the following:

Light Trench Cleaning: 0-50% full of silt / debris per LF

Medium Trench Cleaning: 51-100% full of silt / debris per LF

City slab covered trenches are typically 10' deep & 3' wide.

2.15 Measurement and Payment

The work included within this Contract consists of furnishing all supervision, trained/certified/licensed personnel, labor, materials, equipment (included but not limited to any vacuum trucks and ancillary pumping systems) and tools required to perform all operations necessary for hydraulic cleaning and vacuum removal of all foreign material, roots, obstructions, debris, etc. in slab-covered trenches, outfall pipe, drainage pipe and structures. The City reserves the right to decrease, increase or eliminate the cleaning located at or within any area within City limits.

Measurement & Payment will be made under the following:

| <u>Item Description</u> | <u>Unit</u> |
|---|-------------|
| Catch Basin/MH Cleaning (incl. Disposal) | EA |
| Pipe Cleaning (incl. Disposal) | LF |
| Root Removal (incl. Disposal) | HR |
| Clean Slab Covered Trench – (less than 50% full) | LF |
| Clean Slab Covered Trench – (50% full or greater) | LF |
| Disposal of Material at Approved Facility for Slab Covered Trench | CY |
| CCTV Inspection Pipe | LF |
| Emergency Vac-Truck Service (incl. operator) | HR |

2.16 FEDERAL FUNDING

The Bidder may be tasked with providing the Services solicited herein for which the City will receive Federal financial assistance awarded by the Federal Emergency Management Agency ("FEMA"). In such event, Bidder shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updates or replaced from time-to-time. The Bidder shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations. The City reserves the right to contract the Bidder for additional emergency services, as needed, throughout the term of the contract.

Note: All information regarding the specifications/scope of work contained in this section was strictly provided by Public Works for the expressed purpose of soliciting the above outlined scope of work. Any questions regarding information provided in this section should follow the guidelines outlined in the public notice of this document.

SECTION 3 – QUALIFICATION REQUIREMENTS

Invitation for Bids (IFB) No. 2025-020

The City of Coral Gables intends to procure the services as specified herein from a source of supply that will give prompt, professional and convenient service of acceptable quality.

The following represent the minimum qualification requirements for a Bidder to be deemed responsive by the City, and the Bidder shall satisfy each of the following minimum requirements cited below. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the Bidders submittal being deemed non-responsive.

Minimum Qualifications:

(A) BIDDER SHALL:

Using Attachment A – Reference Form, Demonstrate Items 1 And 2 Below:

- (1) Be regularly engaged in the business of providing goods and/or services similar in scope and size as described in the “**Scope of Services**” for a minimum of five (5) years. Bidder’s ability to demonstrate the minimum of five (5) years shall be verified through bidder’s references provided.

AND

- (2) Provide a **minimum** of three (3) same (or similar) engagements in scope and size satisfactorily performed in the last five (5) years. **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.** *This information must be provided utilizing the of Coral Gables Reference Form (Attachment A) ONLY. References submitted in any other format will not be accepted.*

At least one (1) of the references’ start date **must** cover the five (5) year period from the issuance of this solicitation.

NOTE: References MUST respond with information to document that this requirement is fulfilled. It is solely the proposer’s responsibility to list client references that will respond to the verification process and to follow to ensure the documentation is provided in a timely manner. Additionally, it is solely at the City’s discretion regarding the determination of the applicability of the reference information provided as it relates to demonstrating if the previous work satisfactorily performed qualifies as the same (or similar) past work experience.

- (3) Hold and provide an active license with The Department of Business and Professional Regulation of the State of Florida as a General Contractor. A copy of the license must be provided with the solicitation response.
- (4) Hold an active agreement or permit to dispose of all debris and solids at a Miami-Dade County approved disposal facility.

(B) KEY PERSONNEL

- (1) The Bidder’s Project Manager must be a licensed General Contractor in the State of Florida, with a minimum of four (4) years of documented experience as a Professional General Contractor. Experience must include services similar in scope provided to government agencies at the municipal/local government level or higher.

- (2) The Bidder's Truck Operators must possess valid Commercial Driver's Licenses (CDLs) with appropriate endorsements for vacuum truck operation. Crews must be trained and certified in OSHA Confined Space Entry, FDOT Maintenance of Traffic (MOT) (as applicable), and be capable of meeting NPDES MS4 co-permittee requirements.

General Qualifications:

The following represent the general qualification requirements for a Bidder to be considered for final award. Failure to provide the following may prohibit the Bidder's submittal continuing in the evaluation process for award consideration.

(C) BIDDER WILL:

- (1) Provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.
- (2) Meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations as outlined in the Bidder's Affidavits Schedules A–O.

Note: All license requirements must remain valid and in place throughout the term of this contract or engagement. Failure to maintain a valid license may be cause for termination as to be determined by the City.

SECTION 4 – GENERAL CONDITIONS

Invitation for Bids (IFB) No. 2025-020

4.1. Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Bids or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bids which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Bidder(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this IFB. This offering of IFB itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Bidder. Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the services outlined.

4.2. Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

4.3. Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted, or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

4.4. Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Bid response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Bid; however, the City may, at its sole option and in its best interest, allow the Bidder to supply the license to the City during the evaluation period, but prior to award.

A Bidder whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts, pursuant to FS: 287.084.

4.5. Public Entity Crimes

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 Proposal to provide any goods or services to a public entity, may not submit a Bid 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 in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.6. Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.7. Review of Responses for Responsiveness

Each Bid will be reviewed to determine if it is responsive to the submission requirements outlined in the IFB. A “responsive” Bid Response is one which meets the requirements of the IFB, is submitted in the format outlined in the IFB, is of timely submission, and has appropriate signatures as required on each document.

4.8. Evaluation of Bids

A. Rejection of Bids

Bid may be rejected for any of, **but not limited to** the following reasons:

- 1) Bidder fails to acknowledge receipt of addenda;
- 2) Bidder misstates or conceals any material fact in the Bid;
- 3) Bid does not conform to the requirements of the Formal Solicitation;
- 4) Bid requires a conditional award that conflicts with the method of award;
- 5) Bid does not include required samples, certificates, licenses as required; and,
- 6) Bid was not executed by the Bidder’s (s) authorized agent.
- 7) Evidence of collusion with other Bidders.
- 8) Submission of more than one Bid for the same Contract under the same or different names, in which case all such duplicated Bids shall be rejected.

The foregoing is not an all-inclusive list of reasons for which a Bid may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination from Consideration

- 1) A contract shall not 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. Principal, officer, or stockholder of Bidder shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City’s Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder’s facilities and/or equipment prior to contract award. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

- 4) Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work.
- 7) Bidder lacks qualification or resources necessary to fulfill the intent of the Contract.

D. Errors or Mistakes

- 1) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Procurement Specialist or staff assigned to handle the project.
- 2) The correction will be reflected on the final bid tabulation for the project. At no time during the correction of the final tally shall the unit prices be changed.
- 3) If determined by the Chief Procurement Officer, some minor clerical, non-judgmental mistakes of fact may be corrected by a responsive bidder. This determination will be communicated in writing with specific perimeters on the acceptance of an updated response.

E. Voluntary Price Reductions

- 1) The City may accept voluntary price reductions from a low Vendor after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids.
- 2) A voluntary price reduction may NOT be used to ascertain the lowest responsive Vendor. This feature may only be utilized after the lowest, responsive and reasonable bidder determination has been made.

F. Tie Bids

Low tie bids are low responsive bids from responsible bidders that are identical in price and that meet all the requirements and criteria set forth in the Invitation for Bids.

Award shall not be made by drawing lots, except as set forth below, or by dividing business among identical bidders. Low tie bids shall be evaluated based upon the following criteria in order of precedence:

- 1) If the City Manager determines that selection of a particular bidder or bidders is in the best interests of the City because of product, service, delivery, qualifications or past performance;
- 2) If the bidder has a drug-free workplace program as defined in Florida Statutes Section 287.087;
- 3) If the bidder is a minority business enterprise, certified in accordance with Florida Statutes Section 287.0943;
- 4) If the tied bidders include a bidder or bidders whose principal place of business is located in the City of Coral Gables, the local bidder shall be given preference;
- 5) If the tied bidders include a bidder or bidders whose principal place of business is located in Miami-Dade County, the bidder located in Miami-Dade County shall be given preference;
or
- 6) By drawing lots.

4.9. Collusion

The Bidder, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Bidder certifies that its Response is fair, without control,

collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.

4.10. Sub-Contractor(s)

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub- Contractor from performing work under this IFB.

Bidder(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Bidder(s).

4.11. Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.12. Purchasing Agreements with Other Government Agencies

Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful bidder(s) at the contract prices(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful bidder(s).

4.13. Public Records

Sealed bids or proposals received by an agency pursuant to invitation for bids or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides **notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.**

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Bidder acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.14. Trade Secret, Proprietary or Confidential Information

The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality

restriction if such decision, solely based on the City's discretion, would offer the Bidder a competitive advantage over other Bidders. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

4.15. Award of Contract

The contract will be awarded per the criteria outlined in Section 1.5. All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Bidder awarded the Contract. The Contract provides that the Bidder will render the requested services to the City as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

4.15.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following approval by the city commission and executed Contract. **No Agreement shall be in effect until the Purchase Order Number has been issued to the Contractor.**

4.16. Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this invitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the successful Bidder, terminate the IFB if the Contractor has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. 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 on the canceled portion of the Contract.

If the contract is terminated prior to the start of work or the conclusion of the project based on the default of the successful Bidder, the Bidder will be subject to re-procurement costs associated with the re-award or completion of the project.

4.17. Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional's employees working on the outside (i.e., landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e. Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening, and submit the results to Human Resources (HR).

SPECIAL CONDITIONS AND REQUIRED PROCEDURES

4.18. Document of Requirements:

This document is an outline of minimum requirements for all labor, materials, equipment, and supervision required to perform construction in the City of Coral Gables. The items listed in this document are only the minimum requirements, which the Contractor must meet in order to submit a Bid for construction services. For clarification on any of the listed items, please contact the Procurement Department.

4.19. Terminology:

For the purpose of this document, the following terminology will be used:

1. Owner: City of Coral Gables
2. Contract Administrator: Public Works Director
3. Project Manager: Public Works Staff Member
4. Contractor: The Contracting Company submitting a Bid for construction services, or the Company awarded the contract for construction service.
5. Sub-Contractor: Any Contracting Company providing services which are obtained by the company awarded the contract for service and who were not hired directly by the City.
6. Other Contractors: Any Contracting Company providing services which are obtained by the City in addition to or in place of those provided by the Contractor.

4.20. Additions:

Either the Owner or the bidding Contractor may add items, which are not covered or listed in this document, as follows:

Additional Request by Owner: Any additional requests may be made by the Owner and will be done in writing, and shall be considered an amendment to the documented requirement.

Additional Request by Contractor: The proposing Contractor may include additional items not specified or addressed within the documented requirements. The Contractor when doing so shall submit all additions to the proposed items in writing and identify that each item is an addition.

4.21. Licenses/Qualifications:

The Contractor must be fully licensed to perform the requested work. The licenses must be valid and meet all requirements for the State of Florida as well as any County or City requirements. The Contractor must furnish proof of valid Contractor license with the submitted Bid for services. The Contractor shall furnish the Owner with a copy of any license renewal, at the time the license is renewed.

4.22. Project Change Orders:

Any work that is estimated prior to commencement that exceeds or varies from the original and scope of work shall require an approved change order. The change order must be pre-approved in writing by the Owner's authorized representative.

4.23. Planning/Preparation of Bids and Estimates:

The Owner shall not incur the Contractor's cost of evaluating a service request including site visits and the preparation of a quotation for work. All such costs will be the sole responsibility of the Contractor, whether or not the Contractor performs the work.

4.24. Guaranteed Response Times:

The Contractor shall guarantee a minimum response time as requested to correct errors and situations that may warrant immediate response.

4.25. Contact Information:

The Contractor shall provide the Owner with the names and phone numbers of those persons to contact for a response to a request. The Contractor shall maintain 24 hours per day, 365 days per year, and the ability to respond when requested by the Owner. The list shall also include the names and phone numbers of the Contractor's authorized representative. The Owner shall also provide the Contractor with a list of names and phone numbers of their authorized representatives.

4.26. Guaranteed Work:

The Contractor shall guarantee all work performed as to the quality of the work and the compliance with all applicable codes. The Contractor shall guarantee all work performed for a period not less than one year from the date of acceptance. This guarantee is not a warranty; guarantee applies to the workmanship and the proper methods of work. The guarantee will be that the Contractor at no cost to the Owner will perform inspections, testing and necessary corrective measures.

Product Warranty: The Contractor shall be responsible to follow and comply with all product manufactures instruction to meet the requirements for product warranties. This applies to all products furnished by the Contractor or the Owner. All product warranties shall be turned over to the Owner upon completion of the job.

4.27. Concurrent Work:

Work may be performed concurrently by the utilities in the City or the City's Contractor in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the utility companies, the City and the City's Contractors.

4.27.1 Utility Locations: The Contractor is responsible for all utility preservation and damage prevention and must comply with Florida Sunshine One Call Requirements.

4.27.2 White Line Requirement: The City of Coral Gables ordinances require white line procedures for utility locations, the Contractor must comply with all white line requirements.

4.27.3 Protection of Existing Structures: The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains and other structures encountered above and below ground. Damage to utilities will be repaired by the respective utility. Where a catch

basin is located within the area to be paved, the Contractor shall cover the opening to prevent introduction of asphalt into the structure. If deleterious material is introduced into the catch basin, the Contractor shall clean it to the satisfaction of the Engineer, at no additional cost.

4.28. Parts and Materials:

The Contractor shall furnish all supplies and materials. The Contractor shall be informed when each work order is issued as to if the Contractor or Owner is to furnish materials. In some cases, both parties may supply items. When the Contractor supplies materials a list of all materials supplied must be included in the invoice documentation of each work order.

4.29. Trade Names:

In cases where an item is identified by a manufacturer's name, trade name, catalogue number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder.

The reference to a name brand is intended to be descriptive, but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in his Bid exactly what he proposes to furnish and forward with his Bid a cut illustration or other descriptive matter which will clearly indicate the character, or the article covered by this Bid.

The City hereby reserves the right to approve as an equal, or reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the Bid, the successful contractor afterward and before manufacturer shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

4.30. Persons Approved to Request Work:

The Owner will furnish the Contractor with the names and titles of those persons that are the Owner's authorized representative. **The Owner will not be responsible for charges incurred as a result of work performed that was not pre-approved by the authorized Owner representative.** The Contractor may not bill the Owner for any expenses for any work provided that was not pre-approved by an Authorized Owner Representative.

4.31. Authority:

The authority for the City of Coral Gables shall be the Public Works Department. The Public Works Department authority shall be the Director of the Public Works or designated representative. Requests for service may be made by any persons listed on the document the Owner will supply the Contractor that will include the names and titles of those persons who are authorized for service requests.

Administration of Contract: The Public Works Department is the final authority of the Contract. The Contract administrator shall be the Assistant Director of the Public Works Department or designated representative.

4.32. Sub-Contractors:

The Contractor shall furnish the Owner, the names of any sub-contractors that will be performing work under the primary Contractor. Additionally, sub-contractors must supply the primary Contractor with proof of proper insurance and licenses. The minimum licensing and insurance qualifications for the subcontractors shall be same as the primary Contractor. The sub-contractor shall be listed, and all documents required, supplied, with the primary Contractor's original Bid. Any and all subcontractors that primary Contractor wishes to include in the future will strictly be subject to approval by the Owner.

The Contractor shall be responsible to comply and fulfill all requirements for compliance with the conditions, procedures, and requirements of the contract and any and all special instructions, special conditions, policies and scope of services. Verification of the Contractor being in compliance with all conditions and requirements will be made by the Owner's representative and must be obtained prior to approval of payment for any rendered services.

4.33. Notice to Owner:

The address that any and all Notice to Owner should be sent to is: **The City of Coral Gables Public Works Department 2800 SW 72 Avenue, Miami, Florida 33155.** The primary contractor, any subcontractor or any material supplier submitting a Notice to Owner must use the stated address. Each Notice to Owner

must be satisfied prior to payment of invoices to the contract. A signed partial release of lien must be submitted along with the invoice for each payment request. Final payments will not be made until all signed builder or material release of liens and a final release of lien has been submitted. The primary contractor must notify the Owner of any notice or lien received from any sub-contractor-equipment supplier or material supplier. The primary contractor is responsible to provide all release of liens from any contractor, sub-contract, equipment supplier, material supplier that have filed a Notice to Owner with the City.

4.34. Release of Lien:

The Contractor is responsible to furnish all partial and full releases of liens to include the primary Contractor as well as any and all sub-contractors performing work or supplied materials or equipment. The Contractor shall furnish applicable partial or releases of liens for all work performed. Only City release forms will be acceptable (Exhibit E and Exhibit F).

Note: No invoice will be processed, nor will any payment be made to the contractor if/when any required related releases of liens have not been furnished to the Owner.

4.34.1 Administrative Charges for Obtaining Release or Collection of Funds: The contractor is responsible for the payment of all monies owed sub-contractors and material/equipment suppliers including the material/equipment suppliers for the sub-contractors. The owner may charge the contractor or deduct a charge amount from the contract for administrative cost for collection for monies owed the sub-contractor or material/equipment suppliers. The contractor is responsible for and, must obtain all required release of lien both full and partial from all sub-contractors and material/equipment suppliers. Should the contractor not obtain and furnish the required releases the owner may charge the contractor or deduct a charge amount from the contract for administrative cost for obtaining releases both full or partial from all sub-contractors and material/equipment suppliers. The administrative charge may be up to an amount of 10% of the total contract price per incident.

4.35. Owner's Approval of Invoices:

The Owner shall inspect all work performed, verify all items required that are included in any submitted invoice, verify that the Contractor has met all compliance requirements. The responsible person requesting the work or supervising the work shall sign the request for payment and submit the invoices for processing. Invoices are to be submitted per approved request for services as authorized.

4.36. Invoicing and Payment for Service:

The Contractor shall invoice the Owner by providing an original invoice which shall include the following information:

1. Date of Invoice
2. Contract Description
3. Owner's Project Number
4. Summary of Contract Amounts
5. Location service was performed
6. Name/s of the Authorized Contractor's Representative
7. Release of lien or partial release of lien as applicable
8. Description of work performed
9. Units price, units installed and units' cost
10. Invoice amount(s) per location(s) and type of work performed.
11. Invoice total amount
12. Copy of approved inspection/s, if required
13. As built drawings, if required
14. Manuals, schematics, warranty documents if required
15. Provide any/all documents as required

4.36.1 Payment Request Certification Form: The Contractor must complete and sign the Owner's payment request certification form that includes the contract amount, paid to date amount, payment request amount and remaining balance less retainage. The form must be complete when submitted for payment request. The contractor payment request certification form must be signed by the consultant if applicable. The Owners' project manager will sign to verify all requirements are met prior to processing any invoices.

4.37. Right to Audit Records:

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract of the Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

4.38. Acceptance:

The City will be deemed to have accepted the work after the Procurement Division is notified by the user department of its satisfaction of the work is completed. The work under this contract shall remain the property of the Contractor until the City accepts it. In the event the work furnished under this contract is found to be defective or does not conform to the specifications/scope of work, the City reserves the right to cancel the contract upon written notice to the Contractor.

4.39. Codes/Regulations:

It is the sole responsibility of the Contractor to comply with any and all Federal, State, County, and City Codes including any and all Environmental Codes and Regulations.

4.40. Use of Polystyrene Prohibited:

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.41. Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw includes compostable and biodegradable petroleum or biologically based polymer straws but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks) but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

It is the sole responsibility of the Contractor to comply with any and all Federal, State, County, and City Codes including any and all Environmental Codes and Regulations.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.42. Site/Work Inspection by Owner:

All work will be inspected by the Owner during the job, and for final approval of each job. In addition, the work site will be inspected for cleanness, safety, and progress of the work schedule. The inspections will include evaluation of proper construction, installation or repair, as well as any requirements set by city

standards or policy. All work will be inspected by the owner. Additional permitted work will be inspected by the permitting agency.

4.43. Information:

All information, data, designs, plans, drawings, and specifications/scope of work furnished to or developed for the City by the Contractor or its employees, pursuant to this contract, shall be the sole property of the City and all rights herein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

4.44. Sub-Contractor Compliance:

All sub-contractors are obligated to, and will follow, the same requirements, regulations, and procedures as the primary contractor. All work by any subcontractor must be pre-approved by the Owner. The use of sub-contractors is only after receiving prior approval from the Owner. Payment for services rendered by any approved subcontractor requires approved compliance following the same terms and conditions as the primary contractor prior to payment with each payment request (invoice).

4.45. Permits:

It shall be the Contractor's responsibility to obtain any applicable permits. Any permits issued by the City of Coral Gables shall be at **NO** cost to the Contractor.

4.46. Contractor Employees:

4.46.1 All of the Contractor's employees shall be considered to be at all times the sole employees of the Contractor under its sole direction and not employees or agents of the Owner.

4.46.2 The Contractor shall supply competent and physically capable employees. All Contractor employees performing work under this contract shall keep minimum acceptable standards of cleanliness, conduct and decency as determined by the Owner.

4.46.3 The Owner may require the Contractor to remove immediately any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose employment on City property is not in the best interests of the Owner as deemed by the owner. Failure by the Contractor to immediately remove one of its employees under such circumstances may be sufficient grounds for immediate termination of Contract.

4.47. Use of Public Streets:

Construction shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any earth or other excavated material spilled from trucks shall be removed by the Contractor and the streets shall be cleaned twice daily to the satisfaction of the Public Works Director.

4.48. Storage Equipment:

The Contractor is responsible for all tools and equipment as well as materials. Storage of these items on site must be requested and approved by the Owner. The Owner is not responsible for the loss of any tools, equipment, or materials stored by the Contractor at the Owners site, or in the possession of the Contractor.

4.49. Safety:

The Contractor shall be responsible for the safety of the Contractors employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractors employees with all required safety equipment. The Contractor is required to comply with all OSHA regulations including but not limited to "Right to Know", "Confined Space Entry" and "Airborne Blood Pathogens".

4.50. Use of Barricades and Work Site Safety:

The Contractor shall supply and use all pedestrian warning devices and any necessary barricade devices to keep the public or anyone other than the Contractors employees out of job sites. The Contractor shall furnish and post any required signs. The Contractor is responsible for the safety of the work site at all times.

4.51. Damages:

The Contractor shall be liable for any and all damages to any City or private property, and the Contractor shall notify the Owner immediately of any damages.

4.52. Testing:

The Engineer/Architect or other person designated by the Public Works Director to supervise the work 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 Coral Gables, except the cost of re-testing materials which failed 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 testing laboratory which tested the failed samples. The Contractor will inform the City of his source of materials with 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.

4.53. As-Built Information:

As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible and in electronic form as-built drawings to the City. Additionally the contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books and electronic files shall become the property of the City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

4.54. Existing Signs and Utility Castings:

All existing signs and utility castings shall be preserved and shall remain the property of either (a) the City of Coral Gables, 2800 SW 72nd Avenue, Miami, Florida 33155; (b) Miami-Dade County, Traffic Signal and Signs, 7100 NW 36th Street, Miami, Florida 33166. Those not reused shall be delivered to the City of Coral Gables or Miami-Dade County on a weekly basis.

4.55. Existing Sidewalk:

The Contractor shall preserve the existing sidewalk, if any, throughout the project unless otherwise directed by the Engineer/Architect.

4.56. Restoration of Survey Markers:

When existing survey markers are removed or destroyed as a result of the construction, it shall be the responsibility of the contractor to replace them using a registered licensed surveyor.

4.57. Hand and Rolled Asphalt Adjacent to Curb and Catch Basins:

Asphalt adjacent to curbs and asphalt aprons around catch basins shall be hand rolled using a steel roller with a minimum weight of 200 pounds.

4.58. Completion of Punch List Items:

Punch list items must be completed within 30 days of completion of final work. Failure to complete punch list items shall result in a deduction from the Contractor's monthly invoice, an amount equal to the cost of incomplete punch list items. This amount shall be in addition to the 10% retainage.

4.59. Plans:

The Contractor or designated representative shall supervise their employees when any work is being performed and it shall be the Contractor's responsibility to make sure the employees are following the plans. All plans' revision expenses caused by the Contractor's or his employees' fault are the sole responsibility of the Contractor.

4.60. Restoration of Pavement Parkway:

The cost of restoration of pavement or parkways shall be included in the unit cost of the item being constructed. No separate payment will be made for restoration.

4.61. Maintenance of Traffic:

Unless otherwise specifically permitted by the proper authorities, the Contractor shall at all times maintain the streets passable on which he is conducting his work. The contractor will maintain access to all houses, garages, etc., with the least possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting there from; the Contractor shall make suitable arrangements with the property owners to the satisfaction of the Director.

The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, and etc. required in accordance with the minimum requirements of the current Manual of Uniform Traffic Control Devices, whenever and wherever needed for pursuance of the project, and/or as directed by the owner or designated representative. The Contractor shall also coordinate these operations with the City of Coral Gables Public Works Department and Miami Dade County Department of Public Works. The Contractor shall supply the owner or designated representative with a traffic maintenance plan. Use of

Police must be approved in advance by the City of Coral Gables. The Contractor may not submit additional charges for cost incurred for providing a Maintenance of Traffic plan.

4.62. Site Managements, Dust Controls, Etc.:

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulation of dirt, debris, etc., from streets and storage areas, shall control the creation of a dust nuisance by sprinkling or chloride treatment, shall limit noise, and vibration and take such other measure as may be reasonable or proper to avoid undue nuisance to surrounding property owners. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, or the employees or work of any of his subcontractors. Contractor shall not stockpile materials at the project site unless approved in writing by the Engineer/Architect.

4.63. Certified Applicator:

When materials are installed that requires applicator certification the contractor must provide the owner with documents verifying that the contractor is a current certified applicator certified by the manufacture. The contractor must meet any and all requirements by material manufactures in order to apply the materials and to validate the application and qualify for all warranty/guarantee requirements.

4.64. Parking:

The Contractor shall be instructed where the company vehicles are to be parked while work is performed. The Parking Department Director shall determine the approved locations for parking. Servicing the Owners facilities does not waive the requirement to pay for metered parking.

4.65. Site Clean-up/Maintenance of Site:

The Contractor is responsible to keep job sites clean on a daily basis. The job site must be completely clean at the conclusion of the job and the Contractor must dispose of all waste.

4.66. References:

The Contractor shall supply with the Bid, references including contract names, titles and phone numbers that the Contractor has performed similar type of service work for. The references may be either public or private entities. Do not include references from the City of Coral Gables.

4.67. Statement of Objection:

Any objections to the specific requirements contained within this document may be brought to the attention of the Owner at the time of the Bid. Provided that the objection is stated "in writing", with an explanation as to what the objection is, and the alternative Bid which the Contractor wishes to make. Once the Contract is awarded, the Owner will assume that the Contractor awarded the Service Agreement has no further objections to the contents of this document.

4.68. Bidder's Warranty:

The Bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

4.69. Purchasing Agreements with Other Government Agencies:

At the option of the awarded vendor, the submission of any Bid in response to this Invitation for Bids constitutes a Bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these Bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency is responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this Bid.

4.70. Rights of Owner:

The Owner reserves all rights either stated or implied and shall be the sole source of interpretation of any of the contents of this document.

The Owner reserves the right to cancel this Agreement at any time after providing the Contractor with thirty (30) days advance written notice of cancellation. The Owner further reserves the right to cancel this Agreement at any time without written notice subject to the contractor for the following reasons:

- a) The Contractor has failed to provide the service to the Owner as outlined herein.
- b) The Contractor has been found to be in violation of the law.

- c) The Contractor's licenses have been revoked for any reason.
- d) The Owner feels that the Contractor has not performed their duties pursuant to the Service Agreement, within the realms of good business practices.

4.71. Storm water Erosion and Sedimentation Control

The Contractor shall comply with the State of Florida Administrative Code governing storm water erosion and sedimentation control best Management Practices.

4.72. Performance Evaluation

The owner will evaluate in writing the Contractor's performance (Sample at end Section 3.0)

SUPPLEMENTARY CONDITIONS

4.73. Hours of Work:

Monday to Friday: 7:30 a.m. to 6:00 p.m.

Saturday: 9:00 a.m. to 5:00 p.m. (with City approval)

No work is permitted on Sunday.

4.74. Complete Project Required:

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

4.75. Construction Schedule:

Within five (5) days of the Notice to Proceed, the Contractor shall submit a construction schedule critical path and a schedule of values for review and acceptance by the Architect and the City. The schedule shall reflect the use of necessary manpower to complete the job within the specified time. **The Contractor shall coordinate with the Owner and Architect/Engineer to assure that there is no disruption and disturbance to the operations and activities of the existing facility. All utility interruptions shall be arranged with and approved by the Owner prior to commencement of such interruption. The Contractor shall perform work at off-hours and/or weekends, as necessary, to return to full service the facility operations within the time agreed, at no additional cost to the Owner.** The accepted schedules will be used as a basis to evaluate the progress of the work or the lack thereof. The schedule shall illustrate the sequence and time elements for each task required to complete the work within the Contract time and shall take into consideration such events as reasonable rainfall, etc.

4.76. 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 representative to be notified. The Contractor will be notified in writing as to the date and place of the conference.

4.77. As-Built Information:

As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible as-built drawings to the City.

Additionally, the contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books shall become the property of the City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

4.78. Time of Completion and Liquidated Damages:

4.78.1 The term(s) of the Agreement shall be for an initial period of three (3) years with an option to renew for two (2) additional one (1) year periods at the sole discretion of the City.

The Contractor shall schedule manpower as necessary, taking into consideration holidays and no-work periods, for the work to be complete on or before substantial completion.

4.78.2 If the Contractor, or in the case of default, the Surety, fail to fully complete the work within the time stipulated in the proposal plus the time for excusable delays - the sum of **five hundred dollars (\$500.00) per calendar day**, until the work is completed, shall be deducted from any money due the Contractor not as a penalty but as a fixed, agreed upon amount as the recompense to the Owner for

the loss of the facility, for additional costs incurred by the Owner for administration of the Contract during said period of time, and the disruption caused by the delayed construction activities.

4.78.3 Excusable delays:

The right of the contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays, when such delays are caused by reasons stated below:

- a) Any acts of the government including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reasons of war, national defense, or any other national emergency.
- b) To any acts of the City of Coral Gables.
- c) To causes not reasonably foreseeable by the parties to the contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions, provided that the Contractor notifies the City within ten (10) days of the cause of the delay. Upon receipt of such notifications, the City shall ascertain the facts and the cause for the delay. If the delay is excusable, the City shall extend the time for completion of the work for a period of time commensurate with the period of excusable delay.

4.79. Owner's Allowance Account for unseen Conditions (if applicable):

4.79.1 The Allowance Account shall ONLY be used to pay for labor, materials, equipment and services requested by the City which are beyond the requirements of the Contract Documents and are necessary due to unforeseen conditions at the site.

4.79.2 The Contractor shall perform additional work ONLY upon written direction by the City. The Contractor will be entitled to draw from the Allowance Account for the agreed lump sum amount established as compensation for such additional work.

4.79.3 At the completion of the project, the balance remaining in the Allowance Account will be deducted from the Contract Price and will not be payable to the Contractor.

4.80. Approval of Materials:

4.80.1 Whenever in these plans and/or specifications a certain brand of materials is specified, it is done for the purpose of establishing the level of quality, capacity and the characteristics desired. Materials or products specified by the name of manufacturer, or the brand or trade name or catalog reference shall be the basis of the bid.

4.80.2 The Contractor shall make written request for the use of alternate materials within ten (10) days after Contract is signed, and before ordering any materials requiring approval. If the Contractor makes no request for approval of alternate materials within ten (10) days of the signing of the Contract, it shall be assumed that he intends to furnish the items specified.

4.80.3 The use of materials other than those specified without the written approval of the Engineer/Architect shall be sufficient reason for rejection of the work.

4.81. Project Layout:

The Contractor shall layout the proposed work and contacts all utilities to verify utility locations. If changes are required, due to conflict or design, the Engineer/Architect will make the final determination.

4.82. Notice To Proceed:

Upon receipt of the **notice to proceed and approved purchase order**, the contractor shall commence work upon the site(s) within 10 working days and continue such work in an expeditious manner to a conclusion acceptable to the Engineer/Architect. No more than 7 consecutive days without construction activity will be allowed unless approved by the Engineer/Architect.

4.83. Employee Eligibility Verification

Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit and a copy of the last four (4) pages of the

Contractor's "Memorandum of Understanding" (MOU) with United States Citizenship and Immigration Services (USCIS) to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

4.84. Lobbyist Registration Form

The Bidder certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2017-44 that requires any individual, corporation, partnership, or other legal entity employed or retained whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

4.85. Equal Opportunity

It is understood that the CONTRACTOR shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the CITY or its employees.

4.86. Fla. Stat. 255.0993; Use of United States produced Iron and Steel products in Public Works projects

Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor is compliant with the requirements of FS 255.0993 - United States Produced Iron and Steel in Public Works Projects.

The US Produced Iron and Steel Products legislation requires that iron and steel products utilized in public works projects be produced in the United States. This requirement shall not apply if: (1) The project is federal funded. (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; (3) The use of US produced Iron or Steel products will raise the total project cost by more than 20 percent; or (4) Complying with the requirements of the legislation is inconsistent with the public interest.

For projects that use iron and steel, minimal use of foreign iron and steel is permitted if: (1) the materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and (2) The cost of the foreign materials does not exceed 0.1% of the total contract cost, or \$2,500, whichever is greater. The cost of the materials considered is the value of the materials when they are delivered to the project.

The City reserves the right to request any and all supporting documentation for proof of compliance with the requirements of the statutes.

4.87. Compliance with Federal Regulations Due To Use of Federal Funding

Funding for the services solicited herein may be subject to Federal financial assistance awarded by the Federal Emergency Management Agency ("FEMA"). Therefore, the Successful Bidder must adhere to the latest applicable FEMA policies, procedures, and directives, as may be amended, updated or replaced from time-to-time. The Successful Bidder shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

A. Davis Bacon Act

Since services provided under this IFB may be in conjunction with federal funding, the wage rate paid to all classifications of employees of the Successful Bidder hired under this contract shall not be less than the current prevailing wage rates at time of service for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract. The Successful Bidder shall comply with the most current regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the City certified copies of its payroll whenever requested, allow the City to perform interviews to its work force and allow the City to inspect its payrolls as it may deem necessary. If at any time during the contract period, the Successful Bidder fails to comply with the provisions stated herein, the City may consider the Successful Bidder in default, terminate the contract, and award to the next lowest responsive and responsible bidder.

SECTION 5 – **INDEMNIFICATION, HOLD HARMLESS & INSURANCE** **REQUIREMENTS**

Invitation for Bids (IFB) No. 2025-020

- 5.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its elected and appointed officials, 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 and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Contractor, any sub-contractor, or 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.

In any and all claims against the City and its elected and appointed officials, consultants, agents, or employees by any employee of Contractor, any sub-contractor, 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 any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Contractor, and sub-contractor, 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 sub-contractor or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. This indemnification and Hold Harmless provision shall survive termination of the Agreement.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Contractor will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Contractor or any other party, Contractor will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Contractor will reimburse City on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

5.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Parties hereby expressly agree and understand that the indemnification and hold harmless provisions contained herein supersede and take precedence over any such provisions contained within the IFB documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Human resources and Risk Management Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill it obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

a. Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1 Workers' Compensation - Coverage A
Statutory Limits (State or Federal Act)

5.6.3.2 Employers' Liability - Coverage B

- \$1,000,000 Limit - Each Accident
- \$1,000,000 Limit - Disease each Employee
- \$1,000,000 Limit - Disease Policy Limit

b. Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- 5.6.3.3 Each Occurrence Limit - \$1,000,000
- 5.6.3.4 Fire Damage Limit (Damage to rented premises) - \$100,000
- 5.6.3.5 Personal & Advertising Injury Limit - \$1,000,000
- 5.6.3.6 General Aggregate Limit - \$2,000,000
- 5.6.3.7 Products & Completed Operations Aggregate Limit \$2,000,000

c. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 5.6.3.8 Any Auto (Symbol 1)
- 5.6.3.9 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.10 Hired Autos (Symbol 8)
- 5.6.3.11 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.12 Non-Owned Autos (Symbol 9)
- 5.6.3.13 Combined Single Limit (Each Accident) - \$1,000,000

d. Pollution Liability Insurance Contractor hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than Two Million (\$2,000,000) Dollars per occurrence and Two Million (\$2,000,000) per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the City reserves the right to review and request a copy of the Contractor's most recent annual report or audited financial statements. This coverage shall be endorsed to include the "City of Coral Gables" as an Additional Insured on a primary and non-contributory.

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

- 5.6.5.1 The following endorsements with City approved language.
- 5.6.5.2 Additional insured status provided on a primary & non-contributory basis on all required coverages except workers compensation.
- 5.6.5.3 Waiver of Subrogation on all required coverages except pollution liability.
- 5.6.5.4 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be

less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

**CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085 – CE
DULUTH, GA 30096**

5.6.5.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf.

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Bidder not be able to comply with any insurance requirement, for any reason, the Bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney’s Office for further evaluation.

Bidders are encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to riskmanagement@coralgables.com.

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

**City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096**

SECTION 6 - SUBMISSION OF BIDS

Invitation for Bids (IFB) No. 2025-020

6.1 SUBMITTAL INSTRUCTIONS

Bid responses to this IFB must be submitted electronically through INFOR with all required forms and schedules executed. **The Bid must be signed by an officer or representative who is authorized to contractually bind the Bidder.** Bids shall be submitted in the format outlined below under "Bid Format".

Any and all Bids which do not include all required documentation uploaded to **INFOR** and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Bid Price form and Bid Bond (if applicable). Bid Submittals received with no Bid Price or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any requested documentation upon request from the City within the timeframe designated, or the Bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

Bidders shall submit a Bid Response, along with all required checklists, forms, and schedules. **The Construction Agreement is a draft** for your review; therefore, submittal of this agreement is not required with the Bid. **Bids must be submitted electronically through INFOR.** Bids received after the submittal deadline will not be accepted. It will be the sole responsibility of the Bidder to submit their Bid on or before the submittal deadline.

All Bids submitted become the exclusive property of the City of Coral Gables.

The Bid shall be considered an offer on the part of the Bidder, which shall be deemed, accepted upon approval by the City, and in case of default, the City reserves the right to accept or reject any and all Bids, to waive irregularities and technicalities, and request new Bids. The City also reserves the right to award any resulting agreement as it deems will best serve the interest of the City.

6.2 BID FORMAT

ALL BID RESPONSES SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW (**DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION**).

- (a) **Title Page:** Show the IFB subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) **Table of Contents:** Clearly identify the material by section and page number.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- (f) **City of Coral Gables Contracts:** List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.8 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - 1. Name of the City Department for which the services are being performed,
 - 2. Scope/description of work,
 - 3. Awarded value of the contract/current value

4. Effective dates and term of the contract
5. City project manager's name and phone number,
6. Statement of whether the Proposer was the prime contractor or subcontractor, and
7. Results of the project.

- (g) **Business Experience and References:** Using the required Attachment A - Reference Form, bidders must demonstrate the requirements as outlined in Section 3. **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.**

Additionally, please provide any documentation related to performance issues of any related current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process.

The information provided via Attachment A – Reference Form will be the ONLY information that the City will utilize to verify experience as required per this project.

Note: Do not include work performed for the City of Coral Gables or City employees as references (already provided in (f)).

- (h) **Licenses:** Bidder must be a Certified/Licensed General Contractor in good standing with the State of Florida and must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Bidder shall submit a copy of their license(s).
- (i) **Bid Pricing** – Pricing must be submitted in INFOR via the Lines tab.
- (j) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below.

(i) **Bid Bond.**

(ii) **Bidder's Affidavit** - along with **Schedules A through P** as follows:

- A - Certificate of Bidder
- B - Non-Collusion Affidavit
- C - Drug Free Statement
- D - Bidders Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Use of US Produced Iron and Steel in Public Works Projects
- J - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying – Byrd Anti-Lobbying Amendment
- K - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- L - Federal Grant Funding Special Proposal Conditions
- M - Work Hours & Safety Certification
- N - Safety Accident Prevention
- O – Prohibition on Telecommunications Equipment or Services
- P – Build America, Buy America Act (BABAA)

(iii) **Employer E-Verify Affidavit**

(iv) **Lobbyist Registration Form**

SECTION 7 - BID PRICING

Invitation for Bids (IFB) No. 2025-020

- 7.1** Bidder shall provide pricing as outlined in INFOR, and as described in the Scope of Work of this IFB. Pricing submitted in any other format **will not** be accepted or considered. Pricing submitted as an attachment will not be accepted.
- 7.2** Award of bid will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when all items are added in the aggregate. Failure to do so may deem your bid non-responsive.
- 7.3** The prices stated in the submittal shall include full compensation for mobilization, maintenance of traffic, overhead and profit, taxes, labor, equipment, materials, supplies, insurance, bond and any and all other costs and expenses for performing and completing the work as shown on the drawings and specifications.
- 7.4** Pricing submitted may not contain price escalations of any kind.

SECTION 8 – **IFB RESPONSE FORMS: BID BOND, CONTRACTOR’S** **AFFIDAVIT & LOBBYIST REGISTRATION**

Invitation for Bids (IFB) No. 2025-020

- 8.1 Bid Bond Form** – Bidder shall complete and submit the Bid Bond Form in accordance with Section 1.12 and Section 1.14. AN ORIGINAL COPY OF THE BOND MUST BE RECEIVED PRIOR THE CLOSING DATE OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO BE CONSIDERED RESPONSIVE. **The bond must be delivered DIRECTLY to the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155. The office is open during normal business hours M-F 8am-5pm (excluding City recognized Holidays).**
- 8.2 Bidder’s Affidavit** - along with **Schedules A through P** as follows:
- A - Certificate of Bidder
 - B - Non-Collusion Affidavit
 - C - Drug Free Statement
 - D - Bidders Qualification Statement
 - E - Code of Ethics, Conflict of Interest, Cone of Silence
 - F - Americans with Disabilities Act (ADA)
 - G - Public Entity Crimes
 - H - Acknowledgement of Addenda
 - I - Use of US Produced Iron and Steel in Public Works Projects
 - J - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying – Byrd Anti-Lobbying Amendment
 - K - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - L - Federal Grant Funding Special Proposal Conditions
 - M - Work Hours & Safety Certification
 - N - Safety Accident Prevention
 - O – Prohibition on Telecommunications Equipment or Services
 - P – Build America, Buy America Act (BABAA)
- 8.3 Employer E-Verify Affidavit**
- 8.4 Lobbyist Registration Form**

SECTION 9 - CONTRACT/AGREEMENT (DRAFT)

Invitation for Bids (IFB) No. 2025-020

By submitting a Bid, the Bidder agrees to be bound to and execute the Agreement for the Stormwater System Cleaning, IFB 2025-020 Attachment F.