

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



**INVITATION FOR BIDS**  
**IFB No. 2022-019**

**Waterway Bank Stabilization**

**Submittal Deadline / Bid Opening: October 21, 2022, AT 2:00 p.m.**



# CITY OF CORAL GABLES, FL

2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5102, Fax: 305-261-1601

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## **BIDDER ACKNOWLEDGEMENT**

|  |  |
|--|--|
| IFB NUMBER AND TITLE: IFB 2022-019<br><b>Waterway Bank Stabilization</b>   | Bids must be received prior to <b>2:00 p.m., 0n October 21, 2022</b> , and may not be withdrawn for a period of up to <b>90</b> calendar days after bid opening. Bids received after the specified date and time will not be accepted.                                 |
| A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code. | Contact: Andrea Chung<br>Title: Procurement Specialist<br>Telephone: 305-441-5745<br>Facsimile: 305-261-1601<br>Email: <a href="mailto:achung2@coralgables.com">achung2@coralgables.com</a> / <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a> |

**THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING.**

|   |                    |
|---|--------------------|
| Bidder Name:  | FEIN or SS Number: |
| Complete Mailing Address:   | Telephone No.      |
|   | Cellular No.       |
| Indicate type of organization below:<br>Corporation: ___ Partnership: ___ Individual: ___<br>Other: ___ | Fax No.:           |
| Bid Bond / Security Bond ___5___%   | Email:             |

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL IFB SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE IFB DOCUMENT MAY RENDER YOUR IFB NON-RESPONSIVE.**

THE BIDDER CERTIFIES THAT THIS BID IS BASED UPON ALL CONDITIONS AS LISTED IN THE BID DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE BID DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS BID PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW **PREFERABLY IN BLUE INK** ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

---

*Authorized Name Signature*
*Title*
*Date*

**CITY OF CORAL GABLES, FL**  
 2800 SW 72nd Avenue, Miami, FL 33155  
 Finance Department / Procurement Division

## **PUBLIC NOTICE**

### **Invitation for Bids (IFB) No. 2022-019**

The City of Coral Gables is soliciting bids for **Waterway Bank Stabilization**. The contractor must be readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The Invitation for Bids (IFB) package may be downloaded by visiting PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Prospective bidders must register with PublicPurchase, 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/departments/procurement/services/supplier-services>

Any prospective bidder who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase 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 PUBLICPURCHASE. 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 Procurement Division Supplier Services website under <https://www.coralgables.com/departments/procurement/services/supplier-services>**

**Any request for additional information or clarification must be received in writing through PublicPurchase no later than October 7, 2022, at 2:00 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 Zoom meeting will be held on **October 4, 2022, at 10:00am.** Attendance shall be via telephone conference by calling **(305) 461-6769** and entering Meeting ID: **878 4487 1896** and passcode: **270956** or joining in the meeting at <https://us02web.zoom.us/j/87844871896?pwd=bVNZY1hUdk81bUFlKb2ZKT3ZYVVo5QT09>

Prior to the pre-bid meeting, the name of the companies and meeting participants that plan to attend should be sent to [achung2@coralgables.com](mailto:achung2@coralgables.com). A non-mandatory Site Visit will take place on Friday September 23 at 11:30am at 1536 Taragona Drive, Coral Gables, FL 33134-6250

**Bids for IFB NO.2022-019 will be received until 2:00 PM, on October 21, 2022. Bids must be submitted electronically through PublicPurchase.** 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:*

|                                       |   |
|---------------------------------------|---|
| <b>Solicitation Advertisement</b>     | <b>Wednesday, September 21, 2022</b>      |
| <b>Non- Mandatory Pre-Bid Meeting</b> | <b>Tuesday, October 4, 2022, 10:00 am</b> |
| <b>Non- Mandatory Site Visit</b>      | <b>Tuesday, October 4, 2022, 11:30 am</b> |
| <b>Deadline for Questions</b>         | <b>Friday, October 7, 2022, 2:00 pm</b>   |
| <b>Submittal Deadline</b>             | <b>Friday, October 21, 2022, 2:00 pm</b>  |

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 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. 2022-019**

### ***NOTICE TO ALL BIDDERS AND PROPOSERS***

#### **Definition:**

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.

#### **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. 2022-019

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.
- 8) Business Experience and References: Provide a list and description of a minimum of two (2) similar engagements satisfactorily performed in the past five (5) years. Bidder must have a minimum of five (5) years' documented experience as a prime contractor in similar projects involving General Construction as a General Contractor. PAGE # \_\_\_\_\_ Include the following information for each project submitted:
  - a. Contract Title.
  - b. Municipality / Company Name.
  - c. Contact name, telephone number and email address.
  - d. Contract value and brief description.
  - e. How long have you been working with this Company?

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

- 9) Bid Pricing Form: Complete and submit with bid. PAGE # \_\_\_\_\_

10) 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 72<sup>nd</sup> Avenue, Miami, FL 33155.** The office is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays). PAGE # \_\_\_\_\_

11) Fill out, sign, notarize, and submit the Bidder's Affidavit and Schedules A through M. PAGE # \_\_\_\_\_

12) Complete the Employer E-Verify Affidavit (Refer to Section 4.81) PAGE # \_\_\_\_\_

13) Complete the Lobbyist Registration Form (Attachment F) 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 PublicPurchase.**
- 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. 2022-019**

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### **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 work will be substantially completed within **one hundred fifty (150)** calendar days from the commencement date stated in the Notice to Proceed and final completion **thirty (30)** calendar days from substantial completion.*

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 PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)) 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 PublicPurchase prior to the response submission date. **Bidders must register via PublicPurchase 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 as 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 to 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. 2022-019**

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#### **2.1 PURPOSE**

The purpose of this IFB is to contract with a qualified and experienced Bidder to stabilize approximately 500 feet of the south canal bank of the C-3 Canal along Taragona Drive, Coral Gables.

## 2.2 SCOPE OF WORK

The work generally consists of but is not necessarily limited to the following:

- Installation of a precast concrete modular block (PMB) gravity retaining wall system
- Constructing the reinforced PMB gravity retaining wall system around existing culverts
- Installation of manatee grates on exiting culverts

Work must be performed in coordination with City's Public Works Department. The contractor shall notify the City of Coral Gables Public Works Departments representatives once work is performed for final inspection and approval. The Project shall be deemed completed upon completion of the above tasks and determination by the City or the City's Engineers.

Please refer to **EXHIBIT B** for copy of the canal technical specifications and **EXHIBIT C** for project construction plans and drawings

*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 outline in the public notice of this document.*

## **SECTION 3 – QUALIFICATION REQUIREMENTS**

### **Invitation for Bids (IFB) No. 2022-019**

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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:**

- (1) Be regularly engaged in the business of providing the 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 experience shall be verified through bidder’s references provided in the bid response.
- (2) Hold and provide an active license with The Department of Business and Professional Regulation of the State of Florida as a Certified General Contractor. A copy of the license must be provided with the solicitation response.

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

General Qualifications:

**(B) 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-M.

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. 2022-019**

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**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 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 sub-contractors 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 sub-contractors 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 sub-contractor 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 processing of 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.

**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.

**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 include 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.

**4.40 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 cleanliness, 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.

**4.41 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.

**4.42 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 sub-contractor 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 sub-contractor requires approved compliance following the same terms and conditions as the primary contractor prior to payment with each payment request (invoice).

**4.43 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.

**4.44 Contractor Employees:**

**4.44.1** 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.

**4.44.2** 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.

**4.44.3** 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.

**4.45 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.

**4.46 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.

**4.47 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".

**4.48 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.

**4.49 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.

**4.50 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.

**4.51 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.

**4.52 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 72<sup>nd</sup> Avenue, Miami, Florida 33155; (b) Miami-Dade County, Traffic Signal and Signs, 7100 NW 36<sup>th</sup> Street, Miami, Florida 33166. Those not reused shall be delivered to the City of Coral Gables or Miami-Dade County on a weekly basis.

**4.53 Existing Sidewalk:**

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

**4.54 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.**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.

**4.55 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.

**4.56 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.

**4.57 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.

**4.58. Maintenance of Traffic:**

Unless otherwise specifically permitted by the proper authorities, the Contractor shall at all times maintain the streets passable on which his 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.

**4.59. 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 stock pile materials at the project site unless approved in writing by the Engineer/Architect.

**4.60. 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.

**4.61. 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.

**4.62. 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.

**4.63. 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. The references may be either public or private entities. Do not include references from the City of Coral Gables.

**4.64. 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.

**4.65. 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.

**4.66. 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 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.

**4.67. 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.

**4.68. 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.

#### **4.69. Performance Evaluation**

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

### **SUPPLEMENTARY CONDITIONS**

#### **4.70. 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.

#### **4.71. 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.

#### **4.72. Construction Schedule:**

Within ten (10) 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 not 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.

#### **4.73. 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.

#### **4.74. 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.

#### **4.75. Time of Completion and Liquidated Damages:**

**4.76.1** The work will be substantially completed within **150** calendar days from the commencement date stated in the Notice to Proceed and final completion **30** calendar days from substantial completion.

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.

**4.76.2** 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.

**4.76.3 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.

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

**4.77.1** 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.

**4.77.2.** 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.

**4.77.3** 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.

**4.78. Approval of Materials:**

**4.78.1** 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.

**4.78.2** 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.

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

**4.79. 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.

**4.80. 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.

**4.81 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/>

**4.82 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.

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

## **Invitation for Bids (IFB) No. 2022-019**

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- 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 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 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** Contractor hereby agrees to maintain Pollution Legal & Remediation 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.

**e. Builders Risk** Unless otherwise provided, the Contractor shall purchase and maintain, with a company or companies lawfully authorized to do business in the State of Florida, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising of the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interest of the City, Contractor and Subcontractors on the Project. The Contractor shall be solely responsible for any deductibles under the builder's risk insurance and under all other insurance required by Article 13. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the building(s) or additions by the City. The policy must be endorsed to provide the City at least forty-five (45) days' notice of any cancellation and/or restriction.

#### **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 and Builder's Risk.

5.6.5.3 Waiver of Subrogation on all required coverages except Builder's Risk.

5.6.5.4 The City listed as a Loss Payee on the Builder's Risk coverage.

5.6.5.5 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

**5.6.5.6 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 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.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [druiz@coralgables.com](mailto:druiz@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](mailto: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. 2022-019**

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### **6.1 SUBMITTAL INSTRUCTIONS**

Bid responses to this IFB must be submitted electronically through PublicPurchase. **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 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 PublicPurchase. 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.

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**

BIDS SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW.

- 1) **Title Page:** Show the IFB subject, the name of your firm, address, telephone number, name of contact person and date.
- 2) **Table of Contents:** Clearly identify the material by section and page number.
- 3) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- 4) **Solicitation Submission Checklist:** Complete and submit with bid.
- 5) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- 6) **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:
  - 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:** Bidder must have a minimum of five (5) years' documented experience as a prime contractor in similar projects involving General Construction as a General Contractor. Bidder shall provide a list and description of a minimum of two (2) references of similar engagements satisfactorily performed in the past five (5) years.

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

- a. Contract Title,
  - b. Municipality / Company Name,
  - c. Contact name, telephone number and email address,
  - d. Contract value and brief description,
  - e. How long have you been working with this Municipality / Company.
- 8) **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).
- 9) **Bid Pricing Form** – Complete and submit with bid.
- 10) **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 M** 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 - Appendix A, C.F.R. Part 18 – Certification Regarding Lobbying
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Special Proposal Conditions
- L – Work Hours & Safety Certification
- M – Safety Accident Prevention

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

(iv) **Lobbyist Registration Form**

# **SECTION 7 - BID PRICING**

## **Invitation for Bids (IFB) No. 2022-019**

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Bidder shall provide pricing as outline on the pricing sheet – Attachment A, and as described in the Scope of Work of this IFB. Pricing submitted in any other format will not be accepted or considered.

Award of bid will be made to the lowest responsive responsible bidder who bids on all locations (and items contained within) and whose bid offers the lowest total price when all items are added in the aggregate. Bidders must bid on all locations. Failure to do so may deem your bid non-responsive.

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.

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. 2022-019**

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- 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 72<sup>nd</sup> 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 M** 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 - Appendix A, C.F.R. Part 18 – Certification Regarding Lobbying
  - J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - K - Federal Grant Funding Special Proposal Conditions
  - L – Work Hours & Safety Certification
  - M – Safety Accident Prevention
- 8.3 Employer E-Verify Affidavit**
- 8.4 Lobbyist Registration Form**

# **SECTION 9 - CONTRACT/AGREEMENT (DRAFT)**

## **Invitation for Bids (IFB) No. 2022-019**

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By submitting a Bid, the Bidder agrees to be bound to and execute the Agreement for the Waterway Stabilization located along Taragona Drive, Coral Gables, IFB 2022-019 Waterway Bank Stabilization, Attachment D.