

REQUEST FOR QUALIFICATIONS

RFQ 2014.09.24



PROCUREMENT DIVISION

Mailing Address:
2800 S.W. 72nd Avenue
Miami, FL 33155

Solicitation Data

Request Number: RFQ 2014.09.24

Title: Miracle Mile / Giralda Avenue Streetscape Design Consultant

Description: The City of Coral Gables requests a statement of qualifications from a qualified Design Consulting firm to develop contract plans, specifications, construction estimates, and to provide design engineering services during construction for the successful completion of the Miracle Mile and Giralda Avenue Streetscape (the "Project") pursuant to Florida Statute 287.055 "Consultants Competitive Negotiations Act". The Project calls for the transformation of the public realm between building facades on both sides of the street. When completed, the downtown will be more visitor-friendly and better poised for economic growth. The project will protect and leverage the historical assets of the City's downtown, while promoting quality retail and dining opportunities. The Miracle Mile project will create a civic promenade that will become a focal point for the region. The project will include installing extensive gardens and landscaping, setting the stage for the incorporation of public art, providing decorative street lighting and way finding. The project limits include Miracle Mile beginning at Douglas Road (SW 37th Avenue) on the East and ending at Le Jeune Road (SW 42nd Avenue) on the West as well as on Giralda Avenue from Galiano Street on the East to Ponce de Leon Boulevard on the West. A separate phase will also include improvements to Biltmore Way and Merrick Park in front of City Hall.

Contact: Michael Pounds
Chief Procurement Officer

Fax: (305) 261-1601

Non-Mandatory Pre-Submittal Conference

Day/Date: Wednesday, October 1, 2014

Time: 10:00 a.m.

Location/Mail Address: Public Works Conference Room, 2800 SW 72nd Avenue
Miami, FL 33155

Submittal Opening

Day/Date: Friday, October 24, 2014

Time: 2:00 p.m.

Location/Mail Address: Procurement Division Office, 2800 SW 72nd Avenue
Miami, FL 33155

RFQ Contents

Section 1: Specifications / Scope of Work

Section 2: Additional Requirements (Not Applicable)

Section 3: Attachments

Section 4: Instructions to Respondents

Section 5: Term and General Conditions

Section 6: Submittal Execution, RFQ Checklist, & Procurement Forms

Section 7: Draft PSA (Information Purposes Only)

Note: If not submitting a response, please fill out and return the “Statement of No-Response” Form.

Special Accommodation:

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled pre-submittal conference or submittal closing should contact the Procurement Division (305) 460-5102, at least two days prior to the event to advise of his/her special requirements.

SECTION 1 – SPECIFICATIONS / SCOPE OF WORK

Pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act, the City of Coral Gables is seeking to engage the services of a qualified Design Consulting firm for the successful completion of the Miracle Mile and Giralda Avenue Streetscape (the “Project”).

The Project includes improvements to the streetscape to enhance the pedestrian experience and sense of place along Miracle Mile (approximately 2600 feet) beginning at Douglas Road (SW 37th Avenue) on the East and ending at Le Jeune Road (SW 42nd Avenue) on the West as well as on Giralda Avenue (approximately 600 feet) from Galiano Street on the East to Ponce de Leon Boulevard on the West. A separate phase will also include improvements to Biltmore Way (approximately 300 feet) and Merrick Park in front of City Hall. The total budget (design and construction) for this project is estimated to be approximately (+/-) \$20 million.

The Scope of Work for Miracle Mile may consist of the following, including, but not limited to:

- 1.1. Construction of new curb, gutter, drainage, and other infrastructure assessment and improvements along both sides of the full length of Miracle Mile.
- 1.2. Street improvements including paving, striping and signage. Street design may include a restructuring of on-street parking from diagonal to parallel.
- 1.3. Reconstruction and widening of existing sidewalks including ADA accessible ramps, expanded sidewalk design, special sidewalk elements, and mid-block mini-parks.
- 1.4. Improvement of existing Paseos (walkways) between Miracle Mile and parking areas.
- 1.5. Installation of new street amenities such as trash receptacles, kiosks, benches, newspaper stands, bollards and valet stations.
- 1.6. Installation of new ornamental lights and pedestrian lighting.
- 1.7. Design and installation of new landscaping including trees, groundcover, lighting, irrigation system and all appurtenances to create a garden-like feel for the environment.
- 1.8. Construction of a new gateway entrance to Miracle Mile from Le Jeune Road that may include electronic displays.
- 1.9. Incorporation of Art in Public Places throughout the project, which could include fountains.
- 1.10. Design and development of a downtown wayfinding program.
- 1.11. Other related services necessary to complete project objectives.

The Scope of Work for Giralda Avenue may consist of the following, including, but not limited to:

- 1.12. Construction of the street and sidewalks to include a continuous section with no vertical curbs. This may include street pavers and sidewalk elements that flow with the street concept.
- 1.13. Street improvements including paving/pavers, striping, and signage.
- 1.14. Modification of drainage system and other infrastructure assessment and improvements to street.
- 1.15. Installation of new street amenities such as trash receptacles, kiosks, benches, newspaper stand, bollards and valet stations.
- 1.16. Installation of new ornamental lights and pedestrian lighting.
- 1.17. Design and installation of new landscaping including moveable planters, trees, groundcover, lighting, irrigation system and all appurtenances.

- 1.18. Incorporation of Art in Public Places throughout the project.
- 1.19. Other related services necessary to complete project objectives.

The second phase Scope of Work for Biltmore Way and Merrick Park in front of City Hall may consist of the following, including, but not limited to:

- 1.20. Street improvements including paving/pavers, striping, signage and retractable or removable bollards located at both ends of the project.
- 1.21. Covered structure (Pergola) along the north edge of the Park.
- 1.22. Walkway(s) in Merrick Park.
- 1.23. Incorporation of Art in Public Places throughout the project, which could include a fountain.
- 1.24. Other related services necessary to complete project objectives.

Qualified Design Consulting firms or individuals interested in providing these services for the Project are hereby requested to submit a "Statement of Qualifications" on or before (but not later than) 2:00 p.m., Friday, October 24, 2014. Section 6, "Submission Package", check list, and any other required documents must be returned in order for the submittal to be considered for award. The Respondent should submit an original Statement of Qualifications, one (1) CD or USB in PDF format and four (4) photocopies (all collated) of their submittal.

The City may request that the Respondent utilize Street-Works, LLC or other similarly capable real estate consulting firms, as may be decided by the City, as a subconsultant. In addition, the City may request that the Respondent utilize an innovation designer and an art consultant, as may be decided by the City, as a subconsultant.

RFQ submittals mailed or hand delivered should be addressed as follows: City of Coral Gables, Procurement Division Office, 2800 SW 72nd Avenue, Miami, FL 33155.

NO SUBMISSIONS WILL BE RECEIVED, ACCEPTED, OR CONSIDERED AFTER SAID TIME AND DATE, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of statements.

This solicitation falls under the City of Coral Gables Procurement Code, Section 2-1059 entitled "Cone of Silence (refer to Schedule H).

SECTION 2– ADDITIONAL REQUIREMENTS

☒

Not Applicable for this RFQ

or

☐

As listed below:

SECTION 3 – ATTACHMENTS

☒

Not Applicable for this RFQ

or

☐

As listed below:

SECTION 4 – INSTRUCTIONS TO RESPONDENTS

RESPONDENTS: TO ENSURE ACCEPTANCE OF THE SUBMITTAL, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO.

4.1. Submission Requirements

All Statement of Qualifications must be submitted in sealed envelopes, delivered or mailed to Chief Procurement Officer, City of Coral Gables, 2800 S.W. 72nd Avenue, Miami, FL 33155. The RFQ number and title must be plainly marked on the outside of the envelope. It will be the sole responsibility of the Respondent to ensure that the Statement of Qualifications reaches the office of the Chief Procurement Officer on or before the closing hour and date shown on the RFQ cover (Page 1). No submittals will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of submittals.

ELECTRONIC OR FAXED SUBMITTALS WILL NOT BE ACCEPTED

4.2. The RFQ Package

The RFQ package consists of Specifications/Scope of Work, Additional Requirements, Attachments, Instructions to the Respondents, Sample Contract and the following Schedules:

Schedule “A” - Certification
Schedule “B” - Non-Collusion Affidavit
Schedule “C” - Drug Free Statement
Schedule “D” - Qualification Statement
Schedule “E” & “F” not applicable
Schedule “G” - Statement of No Response
Schedule “H” - Code of Ethics, Code of Silence
Schedule “I” - Disability Nondiscrimination Statement
Schedule “J” – Public Entity Crimes
Schedule “K” - Acknowledgement of Addenda

4.3. Inquiries, Addenda and Modifications

The Respondent must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via Fax or email, to the individual named on Page 1 at the Procurement Division, City of Coral Gables, 2800 S.W. 72nd Avenue, Miami, FL 33155, Fax No. (305) 261-1601. All inquiries must be received by the Procurement Division no later than 2:00 p.m. Thursday, October 9, 2014.

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of opening. Such written addenda or modifications shall be part of the documents and shall be binding upon each Respondent. No verbal addenda or modifications shall be allowed nor shall any Respondent rely upon any verbal addenda or modifications in preparing or submitting its Statement of Qualifications.

4.4. General Requirements

The Respondent and its Principals in charge of the Project must have demonstrated experience in providing the type of assistance requested. Written statements of qualification should be brief, but may be accompanied by preprinted brochures. Statements shall include, but are not limited to, the following:

1. All pertinent data or information deemed necessary by the Respondent to establish their qualifications for the various projects cited to allow the City to evaluate their submissions based on the criteria described herein.
2. A staffing plan and organizational chart. Include specifics for this project.

4.5. Additional Requirements

The Respondent and its Principals must agree to allow duly authorized agents of the City access to any books, documents, papers or records which are directly pertinent to this project for the purposes of making audit examinations, excerpts, and for the purposes of transcriptions and to maintain all required records for three years

after the City's final payment and all other pending matters are closed. All successful respondents must agree to enter into an agreement with the City.

4.6. **Familiarity with Laws**

The Respondent should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this Statement of Qualifications. Lack of knowledge on the part of the Respondent shall in no way relieve them from responsibility.

4.7. **Cost Liability**

The Respondent shall bear all costs associated with submitting the Statement of Qualifications, including preparation, site visitation or any travel connected with the Statement of Qualifications.

4.8. **Investigation of Conditions Affecting Operations**

Before submitting a Statement of Qualifications, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements of the Request for Qualifications. Failure to make investigations and examinations shall not relieve the successful Respondent from the obligation to comply in every detail with all provisions and requirements of the RFQ nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

4.9. **Conflict of Interest / Cone of Silence**

The successful Respondent must comply with all laws governing Conflicts of Interest and Cone of Silence.

4.10. **Oral Presentation**

Short-listed firms may be invited to interview with staff at which time each firm will make a brief presentation. After the interview, staff will complete its evaluation of all short-listed firms as to those who will be recommended to the City Commission and their ranking in order of preference. City staff will present their findings and recommendations to the City Commission. In addition, the City Commission may choose to interview and rank short-listed firms.

4.11. **Compliance with State of Florida Crime Entity**

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications on a contract to provide any goods or services to the City, may not submit a Statement of Qualifications on a contract with the City for the construction or repair of a public building or public work, may not submit submittals on leases of real property to the City, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, or consultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." The submittal of a Statement of Qualifications shall constitute an affirmative representation by the Respondent to the City that the Respondent is aware of the Statute and in full compliance thereof.

4.12. **Respondent Organization**

The Statement of Qualifications should be organized as indicated and adequately address each criteria.

Submittal - Section I: Provide a **Table of Contents** in accordance with and in the same order as the respective "Sections" listed below.

Submittal - Section II: Firm Qualifications

1. Provide a complete company background and history, including, but not limited to: the number of years in business, credentials, licenses, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the firm (Submit Standard Form 330, Architect-Engineer Qualifications).
2. Clearly identify office locations for the following:
 - a. Office location providing primary project management
 - b. Corporate headquarters of the firm
 - c. Office location(s) for any anticipated sub-consultants

3. Provide a statement detailing Respondent's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County.
4. Submit bank and trade references, the most recent financial statements, D-U-N-S number and other information sufficiently comprehensive to permit an appraisal of the firm's current financial condition.
5. Submit proof of the ability to obtain the required insurances with the limits specified herein.
6. Provide detailed information on five (5) of the Respondent's most recent and relevant projects similar to those described in the Specifications/Scope of Work. Provide references for these same projects, including:
 - a. Name, address and telephone number of the owner
 - b. Name and telephone number of the owner's Project Manager
 - c. Name, location and address of project
 - d. Detailed information on any additional services provided, including the reason, cost and description.
7. Provide information with regard to three (3) signature projects that your firm has completed. These projects may be duplicative of projects listed in 6. above. The list should include the following:
 - a. Name, address and telephone number of the owner
 - b. Name and telephone number of the owner's Project Manager
 - c. Name, location and address of project
 - d. Description of work
 - e. Detailed information on any additional services provided, including the reason, cost and description.
8. Provide information on the incorporation of art into prior projects including the method for selecting the artist(s).

Submittal - Section III: Staffing Plan

1. Provide resumes and relevant background information for the company's key personnel (including owner(s), project manager, supervisors, field representatives, field inspectors and other technical personnel), including experience with similar projects.
2. Provide the current and future workload of the assigned staff to indicate their availability to perform and successfully complete the project in an expeditious manner.
3. Provide pertinent information on the key personnel who will design and engineer the project, including their major achievements. Include related experience on similar completed projects. Note expertise in subtropical environment and fountain engineering.
4. Provide a statement detailing the Respondent's expertise and experience in working with other disciplines, including coordination with other design professionals and consultants.
5. Provide qualifications, licenses and references for proposed sub-consultants other than the ones listed under Section 1.25 on page 3.

Submittal – Section IV: Project Control Experience

1. Provide a section indicating how the Respondent intends to positively and innovatively work with the community to move this project with multiple stakeholders from the conceptual stage into a clearly defined project that may be designed and constructed.
2. Provide specific examples of similar initiatives that the Respondent has successfully undertaken with other public entities completed on-time and within budget.

3. Describe Respondent's ability and experience with moving the project along on a fast-track or expedited pace (e.g., staging work, extended hours) while minimizing the impact on adjacent businesses. Explain in detail the methods to be used.
4. Describe Respondent's ability to successfully deliver similar projects that have significant community and business involvement.
5. Describe respondent's willingness to work with other consultants designated by the City.

4.13. **Respondent Evaluation Criteria**

Firm Qualifications

1. Respondent's qualifications, including, but not limited to: the number of years in business, credentials, licenses, capabilities and size of the firm.
2. The location of Respondent's headquarters and of the staff and any sub-consultants that will be assigned to the project.
3. Respondent's knowledge of permitting agencies and permitting procedures, especially in Miami-Dade County.
4. Respondent's financial stability.
5. Ability of the Respondent to provide required insurance coverages as specified.
6. Respondent's demonstrated experience and references with regard to recent and relevant projects to those described in the Specifications/Scope of Work.
7. Respondent's demonstrated creativity as shown in the signature projects.
8. Demonstrated experience incorporating art into projects.
9. Respondent's demonstrated experience in working with a Construction Manager at Risk delivery method.

Staffing Plan

1. Respondent's ability and experience in providing the required services, including key personnel's demonstrated experience with similar projects.
2. Availability of the Respondent's personnel to perform and successfully complete the project in an expeditious manner.
3. Qualifications and experience on similar projects of the personnel who will design and engineer the project, including expertise with subtropical climate requirements and fountain engineering.
4. Respondent's expertise and experience in working with other disciplines, including coordination with artists and other design professionals and subconsultants.
5. Qualifications, licenses and references for proposed sub-consultants.

Project Control Experience

1. Respondent's demonstrated ability to positively and innovatively work with the community to move this project with multiple stakeholders from the conceptual stage into a clearly defined project that is designed and constructed.

2. Respondent's demonstrated ability to provide schedule control, cost control and quality control for the specified herein. Provide information on experience with similar projects completed on-time and within budget.
3. Respondent's demonstrated ability and approach to handle the various tasks specified herein on a fast track or an expedited basis (e.g. staging work, extended hours, etc.), while minimizing the impact on adjacent businesses.
4. Respondent's demonstrated ability and experience in delivering similar projects successfully that have significant community and business involvement.
5. Respondent's demonstrated willingness to work with other consultants designated by the City.

4.14. **SELECTION**

A Selection Committee will evaluate all written submissions received and will establish a short list of no less than three (3) firms. The City may request additional information if deemed necessary for this evaluation. The Selection Committee will require each short-listed firm to be present for interviews. Upon the completion of the evaluation and interviews, the committee recommended rank will be presented to the City Commission for authorization to proceed with Phase II, Contract Negotiations. Additionally, the City Commission may choose to interview and rank short-listed firms.

The City will enter into negotiations with the top ranked firm. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The City shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, negotiations will be terminated. The City shall then undertake negotiations with the third ranked firm. Should the City be unable to negotiate a satisfactory contract with the third ranked firm, the City may terminate the negotiations and initiate a new Request for Qualifications process. At the conclusion of a successful negotiation with a firm, the agreement will be submitted to the City Commission for approval.

SECTION 5 – TERMS AND GENERAL CONDITIONS

- 5.1. The City reserves the right to accept or reject any or all submissions, request resubmissions and to enter into negotiations with Respondents as warranted. The City reserves the right to award a contract to those firms whose submissions are most advantageous to and in the best interest of the City. The City shall be the sole judge of which submission is in its best interest.
- 5.2. The City shall further reserve the right to waive and determine the nature of any minor irregularities. A minor irregularity is a variation from the Request for Statements of Qualifications, terms and conditions which do not constitute failure to substantially comply with requirements set forth in this request. A Respondent may not modify its statement after submission.
- 5.3. **Public Records**
 1. Once opened by the City, a response to this Request for Statements of Qualifications is a public record under Chapter 119, Florida Statutes.
 2. Any Respondent awarded a contract under this Request for Statements of Qualifications will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract.

5.4. **Indemnification, Hold Harmless & Insurance Requirements**

Indemnification and Hold Harmless Provisions

To the fullest extent permitted by Laws and Regulations, the Respondent who is awarded the solicitation shall defend, indemnify and hold harmless the City and its 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, provided that any such claim, damage, loss, or expense (a) is attributable to property damage, bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any subconsultant, 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, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and subconsultant, 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 Respondent or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

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

Insurance Requirements – General Conditions

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, upon receipt of the intent to award notification from the City prior to award and in any event, prior to commencing work, the Respondent 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 Respondent shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and as required by the Professional Services Agreement, a policy or policies of insurance, and must submit the required documentation to the Risk Management Division for review and approval.

Respondent Requirements

The Respondent 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 most recent edition of 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 Risk Management Division.

Type of Coverage & Limit of Liability Requirement

Professional Liability and/or Error and Omissions Insurance with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Respondent engaged in the performance of the scope of work associated with this Agreement. Regardless of the number of employees, any Respondent performing work for the City of Coral Gables must procure this coverage. 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 required limits of liability for this project:

Workers' Compensation - Coverage A

Statutory Limits (as required by State of Florida Statutes §440 or Federal Act)

Employers' Liability - Coverage B

\$1,000,000 Limit - Each Accident

\$1,000,000 Limit - Disease each Employee

\$1,000,000 Limit - Disease Policy Limit

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

Each Occurrence Limit - \$5,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

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

Combined Single Limit (Each Accident) - \$1,000,000

Minimum Coverage Form (Shall be at least as broad as the most recent edition of):

Workers Compensation

The standard coverage form approved by the State of Jurisdiction

Commercial General Liability

As a minimum standard, an unendorsed ISO (Insurance Services Office, Inc.) Commercial General Liability coverage form (CG 0001) or its equivalent. A "Claims made" form is unacceptable except for professional or environmental liability.

Commercial Auto Liability

As a minimum standard, an unendorsed ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage form (CA 0001) or its equivalent.

Copies of Endorsements providing the following coverage to the City of Coral Gables meeting the minimum coverage criteria standards must be provided along with the standard Certificate of Insurance:

1. Additional insured status for Commercial General Liability and Business Automobile Liability providing coverage on a primary & non-contributory basis, including the exposure of Products and Completed Operations beyond the time period when operations are completed. Coverage cannot be restricted to specific designated premises or be restricted to sole negligence.
2. Waiver of Subrogation on all requested coverages except for Professional Liability
3. Every effort must be made to have all insurance policies endorsed so that Notice of Cancellation, and/or Material Change to the policy are sent directly to the City of Coral Gables by the Insurance Company. The City only requires that the same statutory notice of cancellation or material change that is provided to the first named insured by the insurance company is also provided to the City of Coral Gables. Should the insurance company refuse to provide such notice, it will be the responsibility of the Respondent to immediately provide said notice of cancellation or material change to the City of Coral Gables Risk Management Division by receipted deliver within in 48 hours of receipt of said notice.
4. Notices of Cancellation, and/or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
PO BOX 12010-CE
HEMET, CA 92546-8010

Required Endorsements Minimum Standard (Shall be at least as broad as the most recent edition date of):

Commercial General Liability – Additional Insured Coverage

As a minimum standard, an ISO (Insurance Services Office, Inc.)
(CG 20 10) in conjunction with the (CG 20 37) or their combined equivalents.

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

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.

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

How to Evidence Coverage to the City

Upon receipt of the intent to award notice from the City, Respondent shall provide all documents evidencing insurance to City of Coral Gables – Insurance Compliance and all documents shall be sent via email to cityofcoralgables@ebix.com with a copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables – Insurance Compliance at 951) 652-2883.

The Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 12010 –CE
Hemet, CA 92546-8010

The following required documents must be provided to the City;

1. A Certificate of Insurance containing the following information:

Issued to the entity contracting with the City
Evidencing the appropriate Coverage
Evidencing the required Limits of Liability required
Evidencing that coverage is currently in force

2. A copy of each endorsement extending the coverage provided by the insurance policy evidenced to the City.

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

Respondents 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.

Should any of the indemnification and/or insurance provisions above not be complied with by the Respondent, it will be considered an immediate material breach of the contract with the City and the City will be entitled to any and all available remedies.



CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

☐ **A Certificate of Insurance is attached and the following information is contained therein:**

- ☐ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ☐ The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Q•~ iæ &^ Å[{] iæ &^
PO Box 12010 - CE • Hemet, CA 92546-8010
- ☐ The special provisions section of the Certificate of Insurance contains language affirming that;
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

☐ **Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 6
RFQ SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): _____

Phone: _____

Fax: _____

- - N O T I C E - -

BEFORE SUBMITTING YOUR RFQ, MAKE SURE YOU...

- ☐ 1. Carefully read the SPECIFICATIONS/SCOPE OF WORK and then properly fill out the RFQ SHEET and CERTIFICATION PAGE (Schedule "A").
- ☐ 2. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- ☐ 3. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- ☐ 4. Complete, sign and have notarized RESPONDENT'S QUALIFICATIONS STATEMENT (Schedule "D").
- ☐ 5. Complete STATEMENT OF NO RESPONSE (Schedule "G") if applicable.
- ☐ 6. Sign and return **first page** acknowledging CODE OF ETHICS, CONFLICT OF INTEREST AND CONE OF SILENCE (Schedule "H").
- ☐ 7. Complete, sign and have notarized American with Disabilities Act (ADA) Non-Discrimination Statement (Schedule "I").
- ☐ 8. Complete, sign and have notarized the Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, On Public Entity Crimes (Schedule "J").
- ☐ 9. Complete and submit Acknowledgement of Addenda (Schedule "K") if applicable.
- ☐ 10. Complete, sign and have notarized LOBBYIST forms (if applicable). Forms available at www.coralgables.com, City Clerk
- ☐ 11. Complete and submit STANDARD FORM 330, Architect-Engineer Qualifications.
- ☐ 12. Clearly mark the RFQ NUMBER AND RFQ NAME on the outside of your envelope.
- ☐ 13. Submit ONE ORIGINAL and FOUR PHOTOCOPIES with ONE disk or memory stick in PDF format of your RFQ.
- ☐ 14. Make sure your RFQ is submitted prior to the deadline. Late RFQs will not be accepted.
- ☐ 15. Include Bond if applicable.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR RFQ BEING DEEMED NON-RESPONSIVE.

THIS PAGE ALONG WITH SCHEDULES "A" THRU "K" ARE TO BE RETURNED WITH YOUR RFQ (DRAW A LINE ACROSS A FORM WHICH IS NOT APPLICABLE).

SCHEDULE "A"
CITY OF CORAL GABLES

CERTIFICATE OF CONSULTANT

I hereby certify that I am _____ and a duly authorized representative of the firm
_____, whose address is _____,
and that neither I, nor the above firm, I here represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Coral Gables, and is subject to applicable Local, State and Federal laws, both criminal and civil.

Date

Consultant (signature)

Name (typed or printed)

Federal Employer I.D.

SCHEDULE "B"
CITY OF CORAL GABLES

NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Consultant. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

STATE OF _____)
)ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of the Consultant that has submitted the attached Response.
2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Consultant's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

1. No lobbyist or other consultant is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

Company Name: _____

Consultant's Authorized Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public (Print, Type or Stamp name of Notary Public)

Personally known _____ or Produced I.D. _____

Type and number of I.D. Produced: _____

_____ Did take an oath, or _____ Did not take an oath

SCHEDULE "C"
CITY OF CORAL GABLES

VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

I hereby certify that the company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

VENDOR'S SIGNATURE

COMPANY'S NAME

SCHEDULE "D"
CITY OF CORAL GABLES

CONSULTANT'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: _____

Address: _____
Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your organization been in business under its present name? _____ Years

If Consultant is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

Under what former names has your business operated? : _____

At what address was that business located? _____

Are You Certified? Yes _____ No _____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes _____ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ;

Have you ever been debarred or suspended from doing business with any government entity?

Yes ____ No ____ If Yes, explain _____

Signature of party authorized to sign on behalf of firm.

SCHEDULE “D” (Continued)
CITY OF CORAL GABLES

CONSULTANT’S QUALIFICATION STATEMENT

Print or type name of person signing

Title of person signing

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(Print, Type or Stamp name of Notary Public)

Personally known _____ or Produced I.D. _____

Type and number of I.D. Produced:

_____ Did take an oath, or _____ Did not take an oath

Please attach additional sheets if a more comprehensive explanation is desired.

SCHEDULE "G"
CITY OF CORAL GABLES

STATEMENT OF NO-RESPONSE

NOTE: If you do not intend to propose on this RFQ, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Respondents for the City of Coral Gables. Please indicate Statement of Qualifications name and number on the outside of the envelope.

MAIL TO: CITY OF CORAL GABLES
 2800 S.W. 72nd AVENUE
 MIAMI, FL 33155
 ATTN: CHIEF PROCUREMENT OFFICER

We, the undersigned have declined to respond for the following reason:

_____ Insufficient time to respond to the Request from Statement of Qualifications.

_____ We do not offer these services or an equivalent.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specifications unclear (explain below).

_____ Unable to meet insurance requirements.

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

SCHEDULE "H"
CITY OF CORAL GABLES

CODE OF ETHICS AND CONFLICT OF INTEREST

CONE OF SILENCE

THIS FORM MUST BE COMPLETED BY PERSON RECEIVING THIS BOOKLET AND INCLUDED IN YOUR SUBMITTAL, AS REQUIRED BY CITY OF CORAL GABLES SECTIONS 2-1055 AND 2-1059.

CODE OF ETHICS AND CONFLICT OF INTEREST
CONE OF SILENCE

IS HEREBY ACKNOWLEDGED

Printed Name: _____

Signature: _____

Board/Position/Department: _____

Date: _____

Sec. 2-1055. Ethics

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

Sec. 2-1056. Prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

- (1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:
 - a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
 - b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
 - c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
 - d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
 - e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.
- (2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

Sec. 2-1057. Further prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by

the action of the city commission shall not vote on or participate in any way in the matter.

Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

Sec. 2-1059. Cone of Silence; contracts for the provision of goods and services.

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

- (1) *Purpose and intent.* It is the intent of this article to prevent city commissioners, potential vendors, bidders, offerors or service providers from communicating with city department directors, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).
- (2) *Cone of silence* is defined to mean a prohibition on:
 - a. 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 directors, their staff, selection committee or evaluation committee members;
 - b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department directors, the city departments' staff, selection committee or evaluation committee members.
- (3) *Applicability.*
 - a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
 - b. The cone of silence shall not apply to:
 1. Informal bids as defined in the procurement code;
 2. Emergency purchases of supplies, services or construction;
 3. Duly noticed pre-bid or pre-proposal conferences;
 4. Duly noticed site visits;
 5. Sole source procurements;
 6. Bid waivers;
 7. Oral presentations during duly noticed meetings;
 8. Competitive negotiations;
 9. Public presentations made to the city commission during any duly noticed public meeting;
 10. Contract negotiations and electronic commerce;
 11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
 12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
 13. Communications with the city attorney, **city manager or chief procurement officer**;
 14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
 15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offeror, vendors, service providers, lobbyists or consultants;
- (4) *Procedure.*
 - a. *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. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not limited to, selection committee members, user departments, department directors, city attorney, city manager, assistant city manager(s), and the city commission.

- b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.
- (5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of 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.

SCHEDULE "I"
CITY OF CORAL GABLES

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) _____

(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "J"
CITY OF CORAL GABLES

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

Whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

SCHEDULE "K"
CITY OF CORAL GABLES

Acknowledgement of Addenda

Request for Qualification (RFQ) No. 2014.09.24

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ and Contract Documents within the Contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. The Addenda issued may be downloaded on-line by visiting www.coralgables.com, "Open Bid Invitation".
3. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Qualification.

Addendum No. _____ Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____

4. Company Legal name: _____
Address: _____
City/State/Zip: _____
Telephone No./Fax No.: _____
E-mail: _____

Signature _____ Title: _____
(Print Name and Sign)

SECTION 7

PROFESSIONAL SERVICE AGREEMENT

(Draft for Review)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this ____ day of _____, 2014, between the City of Coral Gables (hereinafter called the "City"), and _____ (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to develop contract plans, specifications, construction estimates, and to provide design engineering services during construction for the successful completion of the Miracle Mile and Giralda Avenue Streetscape (the "Project"); and

WHEREAS, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional develop contract plans, specifications, construction estimates, and to provide design engineering services during construction for the successful completion of the Miracle Mile and Giralda Avenue Streetscape.

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence _____ and shall continue thereafter for a _____. This period may be extended upon mutual agreement between the City and the Professional, for an _____ or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Duties and Responsibilities/Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) City Resolution and applicable Code provisions;
- b) City Request for Qualifications (RFQ)
- c) Professional's Response to RFQ
- d) Insurance Certificates
- e) Professional's Exceptions to Terms and Conditions

During the Agreement Period, the Professional will serve as a Consultant to the City develop contract plans, specifications, construction estimates, and to provide design engineering services during construction for the successful completion of the Miracle Mile and Giralda Avenue Streetscape. Request for Qualifications 2014.. (Attached hereto).

1.4 Background Investigation. The Professional agrees that all employees including the Professional may be subject to an annual background investigation.

1.5 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

1.7 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Director or designee.

1.8 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

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

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

II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in the RFQ, which is attached hereto and incorporated herein as Exhibit "A".

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

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

III. COMPENSATION

3.1 Basic Compensation. In full consideration of the services of the Professional hereunder, the Professional shall be paid an amount not to exceed \$_____. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City and State regulations.

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

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

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

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

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

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

4.2.3 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its commissioners, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, 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, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be

construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances.

4.2.4 In any and all claims against the City or any of its consultants, agents, or employees by any employee of Professional, any sub consultant, 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 Professional or 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.

V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Insurance Compliance
PO Box 12010 -CE
Hemet, CA 92546-8010

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability and/or Error and Omissions Insurance** with a limit of liability no less than \$5,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

b. Comprehensive general liability insurance with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. Worker's Compensation Insurance for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. The City shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) [ten (10) days for non-payment of premium] days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that it has no right and will not make a claim based upon any of the following:

a. Claims based upon an alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the Parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement.

b. Claims based upon negligence or any tort arising out of this Agreement.

c. Claims based upon alleged acts or inaction by any City employee or agent of the City.

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and the Professional.

VII. FLORIDA PUBLIC RECORDS LAW

FLORIDA STATUTES CHAPTER 119, *et seq.*

7.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier 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.

VIII. STANDARD OF CARE

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

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

IX. NON-DISCRIMINATION

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

9.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

9.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

X. CONFLICT OF INTEREST

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

XI. CONFIDENTIALITY

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

XII. OWNERSHIP OF DOCUMENTS

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

XIII. TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

XIV. NOTICE

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

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

XV. DEFAULT AND TERMINATION

15.1 The City may terminate this Agreement for convenience at any time by providing five (5) days written notice to the Professional. In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XVI. UNCONTROLLABLE FORCES

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

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

XVII. MODIFICATION

17.2 This Agreement may not be amended or modified unless in writing and signed by both parties.

XVIII. ASSIGNMENT AND SUBCONTRACTING

18.2 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

IXX. AUDITS

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

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

Failure on the part of Professional to comply with the provisions of this Paragraph 17.1 shall constitute a material breach upon which the City may terminate or suspend this Agreement.

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

XX. AVAILABILITY OF FUNDS

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

XXI. COMPLIANCE WITH LAWS

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

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

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

XXII. FEDERAL AND STATE TAXES

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

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

XXIII. CONTINGENT FEES

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

XXIV. ENTIRETY OF AGREEMENT

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

XXV. COUNTERPARTS

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

XXVI. WAIVER

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

XXVII. SEVERABILITY, SURVIVAL

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

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

IXXX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1(Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY,

VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

XXXI. HEADINGS

31.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

AS TO CITY:

David J. Ruiz
Risk Management Division
Human Resources

Carmen Olazabal
Interim City Manager

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

ATTEST:

Glen Kephart
Public Works Director

Walter J. Foeman
City Clerk

Approved as to compliance with
Applicable Procurement Requirements:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Michael P. Pounds,
Chief Procurement Officer

Craig E. Leen
City Attorney

Approved as to Funds Appropriation:

Diana M. Gomez,
Finance Director

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary

President

Print Name: _____

Print Name: _____

(SEAL)

(OR)
WITNESSES (2):

Print Name: _____

Print Name: _____