

STORMWATER MANAGEMENT SYSTEM  
 PREVENTATIVE MAINTENANCE  
 BID SPECIFICATIONS  
 Invitation to Bid No. 19-08-01



Advertisement Date:	Thursday, August 15, 2019
All Questions Due:	Friday, August 23, 2019 at 5:00 PM
Submission due date:	Monday, September 16, 2019 at 2:30 PM
Anticipated Commission Meeting	October 2019
Submit to:	City Clerk Sunny Isles Beach Government Center 18070 Collins Avenue, 4 <sup>th</sup> Floor Sunny Isles Beach, Florida 33160

SECTION 1

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Storm Atlas

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LEGAL ADVERTISEMENT

NOTICE TO BIDDER

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified.

STORMWATER MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE  
Invitation to Bid No. 19-08-01

The Bid Specifications for this Invitation to Bid are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete Bids.

Bids shall be on a unit price basis; segregated Bids will not be accepted. Sealed Bids will be received by the City Clerk no later than 2:30 PM, on Monday, September 16, 2019 at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4<sup>th</sup> floor, Sunny Isles Beach, Florida, 33160. Bids received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and read aloud at this time.

The envelope containing the sealed Bid must be clearly marked:

**“IMPORTANT, BID ENCLOSED”**

Bid No. 19-08-01

STORMWATER MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE  
OPENING DATE AND TIME: Monday, September 16, 2019 at 2:30 PM

The City reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities, and to accept the Proposal, which best serves the interest of, and represents the best value to, the Owner in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach.

All questions regarding Request for Proposal No. 19-08-01 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, by the date noted on the front cover of the RFP. Questions may be submitted via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. *Pursuant to Florida Statutes 119.071, sealed Proposals, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the Proposals, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk

## SECTION 1 INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

- |     |   |        |  |
|-----|---|--------|--|
| 1.1 | <u>CLARIFICATION/EXPLANATION/QUESTIONS:</u><br><br>Any questions concerning this Request for Proposals or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, Deputy City Clerk, at least five (5) business days prior to the date of the Proposal opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ( <a href="http://www.demandstar.com">www.demandstar.com</a> ) to all parties listed on the official plan holders' list as having received the Request for Qualification documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Respondent from submitting their submission on the required date and time as publicly noted. |        | other items required within this Request for Proposal must be executed) and submitted in a sealed envelope.  |
| 1.2 | <u>PLAN HOLDER'S LIST:</u><br><br>As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each Request for Proposal, Request for Proposal, and request for qualifications. The information is available on-line at <a href="http://www.demandstar.com">www.demandstar.com</a> or by calling the Office of the City Clerk at (305) 792-1703.  | 1.8    | <u>BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:</u><br><br>All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.  |
| 1.3 | <u>ADDENDA TO SPECIFICATIONS:</u><br><br>If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.  | 1.9    | <u>WITHDRAWAL OF BIDS:</u><br><br>Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.   |
| 1.4 | <u>SPECIAL ACCOMMODATIONS:</u><br><br>Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).  | 1.10   | <u>BID OPENING:</u><br><br>Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the Request for Proposal. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.  |
| 1.5 | <u>PUBLIC ENTITY CRIMES STATEMENT:</u><br><br>Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes - "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime <u>may not</u> submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".  | 1.11   | <u>EVALUATION OF BIDS:</u><br><br>The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.   |
| 1.6 | <u>BID DEADLINE:</u><br><br>Bids must be submitted no later than the time and date shown within this document.  | 1.11.1 | <b>Hold Harmless:</b> All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.  |
| 1.7 | <u>SEALED BID:</u><br><br>The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all  | 1.11.2 | Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.  |
|     |   | 1.11.3 | Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.  |
|     |   | 1.12   | <u>AGREEMENT:</u><br><br>After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond. The Proposers who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good |





- standing shall be subject to the same requirements as a Bid Bond. The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.
- 1.13 PAYMENTS:  
Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.14 BRAND NAMES:  
If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.
- 1.15 MATERIAL:  
Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to **return the product(s) to the seller at the seller's expense.**
- 1.16 SAMPLES:  
Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of **Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time.** If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
- 1.17 QUANTITY GUARANTY:  
No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:  
In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.
- 1.19 SAFETY STANDARDS:  
The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.
- 1.20 WARRANTIES:  
Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.
- 1.21 COPYRIGHTS/PATENT RIGHTS:  
Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.
- 1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):  
The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this Request for Proposal **shall include a copy of the company's local business tax/occupational license(s) with the Bid response.** For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.
- 1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:  
Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licensure requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along **with the Bid response.** Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid.
- 1.24 CERTIFICATE(S) OF INSURANCE:  
Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to



implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

1.25

**ASSIGNMENT:**

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority Cityship or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in Cityship or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon **sixty (60) days written notice, at City's sole discretion.**

1.26

**HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.27

**NON-CONFORMANCE TO CONTRACT:**

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.28

**DEFAULT PROVISION:**

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29

**SECONDARY/OTHER VENDORS:**

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.30

**DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.
- Agreement: The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.
- Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents,

Drawings and Specifications, by addition, deletions, clarifications or corrections.

- Approved: Means approved by the City.
- Bid: The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.
- Proposers: Any person, firm or corporation submitting a Bid for Work.
- Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.
- Change Order: A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- City: City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.
- Contract Documents: Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.
- Contract Price: The total monies payable to the Contractor under the Contract Documents.
- Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.
- Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the **City's governing body.**
- Contractor: The person, firm or corporation with whom the City has executed this Agreement.
- Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
- Field Order: A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the



	Work issued by the City. A modification may only be issued after execution of the Agreement.		
Notice of Award:	The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.		
Samples:	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.		
Specifications:	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.	1.32	<u>EXECUTION OF AGREEMENT:</u>  At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.
Statement of Services:	The form furnished by the City which is to be used by the Contractor in requesting progress payments.	1.33	<u>LAWS AND REGULATIONS:</u>  The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.
Supplier:	Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.		
Work:	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.	1.34	<u>TAXES:</u>  The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 85-8012694687C-4 appears on each purchase order. Exemption certificates are available upon request.
Written Notice:	The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.	1.35	<u>DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:</u>  In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same: or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The
1.31	<u>BID AWARD:</u>  The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the lowest responsible and responsive proposer whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the <b>Proposer's capability to perform</b> the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with <b>the City's established</b>		





- indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such **defense, at City's option**, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.
- 1.36 DECISIONS ON DISAGREEMENTS:
- The City will be the initial interpreter of the Technical Specifications.
- 1.37 CITY MAY TERMINATE:
- If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any **debtor's act, or to reorganize under bankruptcy or similar laws, or if** they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.
- 1.37.1 **Where the Contractor's services have been so** terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.
- 1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.
- 1.38 MISCELLANEOUS:
- Proposers acknowledge the following miscellaneous conditions:
- 1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.
- 1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.
- 1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.
- 1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in jury or damage.
- 1.39 WAIVER OF JURY TRIAL:
- City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.
- 1.40 GOVERNING LAW:
- The Contract shall be construed in accordance with and governed by the law of the State of Florida.
- 1.41 VENUE:
- Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.
- 1.42 ARBITRATION:
- It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of **arbitration and attorneys' fees incurred by the parties shall be paid** by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of **arbitration and their respective attorneys' fees as may be** determined by the court on confirmation.
- 1.43 PROJECT RECORDS:
- City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.
- 1.44 SEVERABILITY:



If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

1.45

INDEPENDENT CONTRACTOR:

End of Section



## Section 2 Special Terms and Conditions

### 2.1 PURPOSE OF BID:

The City of Sunny Isles Beach (the "City") desires to establish a contract with a licensed ("Contractor") to provide all labor, equipment and materials to inspect and clean approximately fifty (50) deep drainage wells structures, approximately three hundred and ninety (390) stormwater catch basins, 170 stormwater manholes and clean approximately forty two thousand (42,000) linear feet of pipe. Such activities will take place within the City limits. The disposal of the debris shall be at the responsibility of the Contractor.

### 2.2 PRE-BID CONFERENCE:

Intentionally Omitted

### 2.3 TERM

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the City's authorized representative.

### 2.4 OPTIONS TO RENEW

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period **from the contract's initial** effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional three (3) year period on a year-to-year basis.

Prices quoted shall be fixed and firm for the initial contract term of two (2) years. Upon contract renewal, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL. **It is the Bidder's** responsibility to request any pricing adjustment under this provision, which shall not exceed 3%. For any adjustment to commence on the first day of any **exercised option period, the Bidder's request for adjustment shall be submitted no later than** ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the



Bidder and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the Bidder. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

Should the Proposer **decline the City's right to exercise the option period, the City may consider** the Proposer in default which decision may affect that Proposer's eligibility for future contracts.

NOTE: IF MULTIPLE PROPOSERS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC PROPOSER.

## 2.5 METHOD OF AWARD

**The term "lowest responsible and responsive Bidder" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager.**

## 2.6 BID PRICE

The City may award multiple Bidders (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Bidders in order of award. If a Bidder is awarded a contract under this solicitation, the Bid Price shall remain fixed and firm during the contract term. When entering the unit rates and bid total all pricing shall be typed, not handwritten. Lump sum bid price shall include all costs for:

- a. Furnishing all tools, equipment, materials, apparatus, facilities, labor, transportation, supervision and management necessary to perform the work described in the bid documents;
- b. Providing the necessary safety precautions for the protection of the public, such as barricades and warning signs;
- c. Cleanup activities to restore the work site to a satisfactory condition;
- d. Federal, state and local taxes; and
- e. All permits and licenses required to perform the work described in the bid documents.

## 2.7 ADDITIONAL SERVICES NOT LISTED WITHIN THIS SOLICITATION

While the City has listed all major locations within this solicitation, the City may request the Bidder to perform maintenance to additional locations, as the City further enhances its drainage infrastructure for which prices are not established in the Contract. Under these circumstances, the City Project Manager(s) will contact the Bidder to obtain a quote based on the **contract's unit** prices.





## 2.8 MINIMUM QUALIFICATIONS OF BIDDER

A Bidder will be required to show, to the complete satisfaction of the City, that they have the necessary facilities, equipment, ability, labor and financial resources to perform the work in a satisfactory manner, within the time specified. No contract will be awarded except to a responsible contractor and businesses capable of performing the class of work requested. The Contractor must be in business for at least 5 years, and fully completed three (3) projects of a similar nature and a minimum contract value of one hundred thousand (\$100,000) dollars or larger. Contractor shall also provide their experience with FDOT, Municipalities, Counties and/or other governmental units.

## 2.9 PERFORMANCE BOND

Intentionally Omitted

## 2.10 DELIVERY

Intentionally Omitted

## 2.11 INSURANCE

### 2.11.1 Comprehensive General Liability Insurance

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- Premises and Operation;
- Independent Contractors;
- Products and/or Completed Operations Hazard;
- Broad Form Property Damage;
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

### 2.11.2 Business Automobile Liability

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by





the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- **Employers' Non-Ownership.**

Before starting the Work, the Contractor will file and make sure that all certificates of **insurance required by this document and by the Contract are in the City's possession.** These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Proposer agrees that if any part of the Work under the Contract is sublet, they will require the Sub-Contractor(s) to carry insurance as required, and that they will require the Sub-Contractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

#### 2.11.3 **Worker's Compensation Insurance**

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, **the Federal Employers' Liability Act and the Homes Act.** Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 dollars (\$100,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

#### 2.11.4 Cancellation and Re-Insurance

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Consultant and must be approved by the City. At the option of the City, either the Consultant shall eliminate or reduce such deductible or the Consultant shall procure a Bond, in a form satisfactory to the City, covering the same.

#### 2.12 MONTHLY INVOICES PAYMENTS

Cut-off date is the close of the last business day of the month. Proposer shall submit by the 10th day of the following month Proposer's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Contractor shall submit his application on the next workday.

Proposer is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. **A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.**



### 2.13 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Proposer shall thoroughly clean up all areas where work has been involved as mutually agreed with the **associated user department's project manager**.

### 2.14 COMPLIANCE WITH FEDERAL STANDARDS

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

### 2.15 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Proposers performing services under this contract shall conform to all relevant OSHA, Federal, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Proposer. Barricades shall be provided by the Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

### 2.16 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Miami-Dade County, or City of Sunny Isles Beach Code. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

### 2.17 DEFICIENCIES IN WORK TO BE CORRECTED BY THE PROPOSER

The Proposer shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. If Unsatisfactory Work is identified, through planned, random or unannounced inspections, or any other circumstance which the City becomes aware of non-Compliant Work, the Contractor will be notified. All corrections shall be made within two (2) business days after such rejected defects, deficiencies, and/or Non-Compliant Work are verbally reported to the Contractor by the City's Project Manager(s), who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to



correct the work within the period specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within two (2) business day of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the City may place the Bidder in default.

2.18 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE PROPOSER

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the Proposer shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.19 WORK ACCEPTANCE

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work and appropriate invoicing.

2.20 MAJOR SUB-CONTRACTORS:

The Bidder shall identify on the below questionnaire each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder shall not change or replace a subcontractor without approval by the City. No subcontractor will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

2.21 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc. Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

2.22 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by City, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the site and replace it with non-defective Work. Contractor shall



bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### 2.23 VEHICLE IDENTIFICATION AND PERSONELL UNIFORM/APPEARANCE

Contractor personnel located at Work sites must present a neat appearance, and must wear distinct **clothing bearing the Contractor's name for easy identification**. The vehicles must be properly marked / identified as their company with name and/or logo.

#### 2.24 EMPLOYEE TRAINING/OPERATING OF EQUIPMENT

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, and must maintain records of **all training, qualifications and certifications to be made available for the City's review upon request**. **The Contractor must provide training to all employees, at Contractor's expense**, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking during performance of the Work under this Contract.

END OF SECTION





### Section 3 Scope of Services / Technical Specifications

#### 3.1 PURPOSE

The City of Sunny Isles Beach (the "City") desires to establish a contract with a licensed ("Contractor") to provide all labor, equipment and materials to inspect and clean approximately fifty (50) deep drainage wells structures, approximately three hundred and ninety (390) stormwater catch basins, 170 stormwater manholes and clean approximately forty two thousand (42,000) linear feet of pipe. Such activities will take place within the City limits. The disposal of the debris shall be at the responsibility of the Contractor.

#### 3.2 GENERAL CONDITIONS OF WORK

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Proposer in a manner acceptable to the City of Sunny Isles Beach. Such property shall include but not limited to: roads, sidewalks, curbs, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, trees, etc.

- Proposer shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, pavers, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the PROPOSER to make repairs per section 3.2

#### 3.3 TRAFFIC CONTROL

Conduct maintenance to ensure minimum interference with traffic, facility, road, street, walks, and other adjacent occupied or used facilities. Two-way traffic flow shall be maintained at all times unless prior approval from the City is obtained. Proposer shall provide maintenance/movement of traffic around job site.

#### 3.4 PROTECTION

Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, cones properly placed and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

- Bidder must provide protection necessary to prevent damage to property where maintenance is being performed and/or damage to adjoining properties.
- Restore any damage to property to its original condition, at Proposer's expense, as acceptable to the City of Sunny Isles Beach.



### 3.5 HOURS OF WORK

Bidder shall perform work Monday through Friday from 7:30 a.m. to 4:00 p.m., unless specifically authorized or requested by the City to perform work at alternate times.

### 3.6 EMPLOYEES

Proposer shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer, under the Proposer's sole direction, and not an employee or agent of the City of Sunny Isles Beach. The Proposer shall supply competent and physically capable employees and the City may require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

### 3.7 LOCATION OF WORK

The catch basins, manholes and drainage wells are located within the City of Sunny Isles Beach on City streets at various areas.

#### 3.7.1 Exclusions

The Bidder shall not clean storm sewer basins and/or storm sewer manholes located on State and County Roads. These State and / or county roads / streets include:

- Sunny Isles Beach Blvd (167<sup>th</sup> St) (SR 826)
- Collins Avenue
- William Lehman Causeway (SR 856) (SR A1A)

### 3.8 SCOPE OF SERVICES

Services may include but not be limited to the following:

#### 3.8.1 Facility maintenance

- Proposer shall provide all labor, equipment and materials required to clean catch basin/manhole sumps, storm water wells structures, as well as **drainage lines (36" and under)** connecting to/emanating catch basins/manholes and disposal of sediment.
- Well screens within drainage wells shall be removed, cleared of debris and reinstalled on the well head upon completion of work. Damaged well screens shall be replaced.



- All asphalt pads around catch basins shall be free of any and all vegetation.
- All vegetation growth into and surrounding the basins shall be removed.
- Proposer shall dispose of materials removed from stormwater systems in accordance with applicable Federal, State, County and City rules and policies.
- All water jetting must be conducted to the extent that it will allow for clear flow of water throughout the storm lines.
- Cost shall include any and all disposal fees.

#### 3.8.2 Facility Inspection

- Proposer shall provide all labor, equipment and materials required to perform condition assessments on existing City storm drain infrastructure, including but not limited to structures, pipes and injection wells, utilizing video inspection or other assessment method as recommended by Proposer (subject to City approval).
- Proposer shall organize findings into a report to the City with a prioritized list of infrastructure in need of repair; and Proposer recommendations for repair or rehabilitation.

#### 3.8.3 NPDES MS4 Compliance

- Proposer shall assist the City in meeting applicable permitting requirements and deadlines, implementing tasks and recommendations and maintaining compliance in accordance with National Pollutant Discharge Eliminations System (NPDES) Municipal Separate Storm Sewer System (MS4) applications and permits.
- Proposer shall be responsible for supplying information for City to complete Annual NPDES MS4 Reports during the term of their Contract.

#### 3.8.4 General Requirements

- Proposer shall comply with all applicable Federal, State, County and City regulations.
- The successful Proposer will be required to meet with and communicate regularly with City staff to keep them informed of progress and any problems encountered.
- The Proposer will be required to prepare monthly reports, as requested by the City for the duration of work.
- Structure dimensions vary, as does the distance between the structures. Prior to submission of the Proposal, Bidder is responsible for field



inspections, field review and becoming familiar with any and all site conditions that might otherwise hinder the Proposer's ability to perform said services and include all necessary accommodations and resolution as part of the proposal.

- The Proposer shall be solely responsible for ensuring that all MOT requirements are met and permits maintained for the duration of work. All associated costs shall be deemed incidental to the project.
- The Proposer shall be responsible for water supply

### 3.9 PROJECT IDENTIFICATION

No signs or advertisement will be allowed to be displayed at the work site.

END OF SECTION





Section 4  
 Evaluation Process

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The contract will be awarded to the lowest responsible and responsive proposer whose proposal best serves the interest of and represents the best values to the City in conformity with section 62-8 of the City code.

4.2 QUALIFICATIONS

Proposals will be evaluated on the criteria listed below.

<u>Technical Qualifications</u>	
1.	<b>Contractor's</b> relevant experience with Government entities and FDOT, qualifications and successful past performance
2.	Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors
3.	Proposers approach methodology to providing the services requested in this solicitation
4.	Proposed solution functionality, implementation and other objectives and requirements as stated
<u>Price</u>	
5.	<b>Proposer's proposed price</b>

4.3 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches **Proposer's** understanding of the **City's needs described in this solicitation, the Proposer's** assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

4.4 Negotiations

The City may award a contract on the basis of initial offers received, without discussions.



Therefore, each initial offer should contain the **Proposer's** best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City **Manager's or designee's discretion, begin negotiations with the next lowest responsible** and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations will be required to provide to the City:

- a) Its most recent financial statements as of a date not earlier than the end of the **Contractor's preceding official tax accounting period. A copy of the most recent business** income tax return will be accepted if financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Contractor, any of its employees or subcontractors is or has been involved within the last three years.

END OF SECTION



Section 5  
Bid Format

5.0 FORMAT

Submittals shall be submitted in duplicate. Submit one (1) original, four (4) copies and one (1) electronic copy of the submittal on USB Drive or CD. All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the CONTRACTOR in contractual obligations. Each page of the bid should state the name of the CONTRACTOR, the bid number, and the page number. The City reserves the right to request additional data or material to support bid. All material submitted in response to the ITB will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The bid must be in the following format at the time of submittal.

1. Company Information

- In response to this Proposal, all Proposers must provide the following:
- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Current IRS Form W-9
- Date Founded
- Home office address and telephone number, and local address and phone number
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proof of insurance
- Indication of how long it would take to implement service after authorized to begin

2. Qualifications

**Proposer's relevant experience, qualifications and past performance**

- An explanation of why the bidder is the best qualified to perform the contract and demonstrate its qualifications based on the specs. List all equipment the **Contractor's own for this** service.
- A detailed annual schedule/work plan of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand and outline a timeframe with estimated man hours for completing each task.
- Indicate license or registration number for each jurisdiction, qualified to practice in.



- Current contracts with government entities, if any.
3. Staffing  
Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors; and the size and experience of the company staff pool from which staff assigned to the management contract can be drawn. The composition of the staff team should include:
- The names of the employees in the area responsible for this contract.
  - Their function in the company.
  - The name of the person who will be responsible for the coordination of work.
  - Experience and qualifications of staff and satisfactory record of performance of staff
4. Approach / Methodology  
Proposers approach methodology to providing the services requested in this solicitation
- Suitability of the methodologies and approaches used in achieving tasks
  - Overall organization to completing the project
  - Ability to meet desired timelines and deadlines
5. Cost of Services  
Each firm shall submit in their price proposal any pricing conditions or contingencies. Prices shall remain firm and fixed for the initial 2 years.
6. References  
Each Proposer must submit three (3) references of Current and/or Past Customers to whom they have provided services similar in scope and size of those described herein.
- Each Reference must be supplied on Clients Letterhead
  - Each Reference letter must be signed with contact person and phone number.
- The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.
7. Availability  
Indicate current and anticipated workloads and availability for other activities and include proximity or frequency to the City for service calls. Identify the extent and nature of any anticipated outside support.
8. Contract Forms  
All completed contract forms

END OF SECTION



DELIVER TO:  
City of Sunny Isles Beach  
City Clerk  
18070 Collins Avenue 4<sup>th</sup> Floor  
Sunny Isles Beach, FL 33160

INVITATION TO BID  
SECTION 6  
BID SUBMITTAL FORMS

OPENING: 2:30 P.M.  
Monday, September 16, 2019

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by:	Purchasing Agent	Date Issued:	This Bid Submittal Consists of
		August 15, 2019	Pages 24 through 28

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Sealed bids are subject to the Terms and Conditions of this Request for Proposal and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

ITB 19-08-01

Stormwater Management System Preventative Maintenance

A Bid Deposit in the amount of 0% of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 0% of the total amount of the bid will be required upon execution of the contract by the successful Proposer and City of Sunny Isles Beach

Purchasing Agent:  
Genesis Cuevas

Firm Name:

Commodity Code(s):  
991-615 Pipe Cleaning Services

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 26 OF SECTION 6 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE





BID FORM

Services				
Item#	Description	Est. Qty	Unit Price	Extended Price
Facility Maintenance				
1	Clean and Inspect storm water catch basins	390 EA	\$	\$
2	Clean Inspect Manholes	170 EA	\$	\$
3	Clean and Inspect drainage well structures, including removal and cleaning of well screen, cleaning of concrete structures	50 EA	\$	\$
4	Replace well screen	10 EA	\$	\$
5	Line Jetting	42,000 LF	\$	\$
Facility Inspection				
6	Video Inspection (including plugging of line)	42,000 LF	\$	\$
6a	Alternate Inspection Method as proposed by Contractor (describe): _____ _____ _____ _____		\$	\$
NPDES MS4 Compliance				
7	MS4 Reporting and Compliance Data	Lump Sum (LS)	\$	\$
Grand Total:				\$



**SECTION 6  
BID SUBMITTAL FOR:**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

Bid Title: Stormwater Management System Preventative Maintenance

The undersigned Proposers proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Proposers accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposers agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements **within ten days after the date of the City's Notice of Award.**

In submitting this Bid, the Proposer represents, as more fully set forth in the Agreement, that:

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposer.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposer has not solicited or induced any person, firm or corporation to refrain from Bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.





FIRM NAME: \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_/\_\_\_-\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_

*\* **B**Y SIGNING THIS DOCUMENT THE PROPOSER AGREES TO ALL TERMS*

SIGNATURE:

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED AGENT)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

CITY OF SUNNY ISLES BEACH  
18070 Collins Avenue  
Sunny Isles Beach, Florida 33160  
305.947.0606  
www.sibfl.net



## ATTACHMENT A












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet A3

### Legend

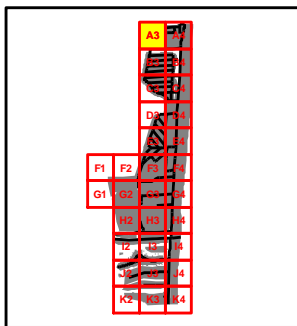
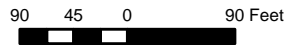
-  Drainage Well (0)
-  Storm Manhole (0)
-  Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (0)
-  CURB & GUTTER (0)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet A4

### Legend

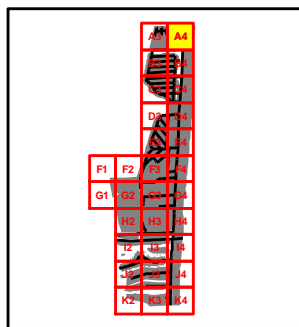
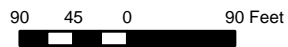
- Drainage Well (10)
- Storm Manhole (15)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (23)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet B3

### Legend

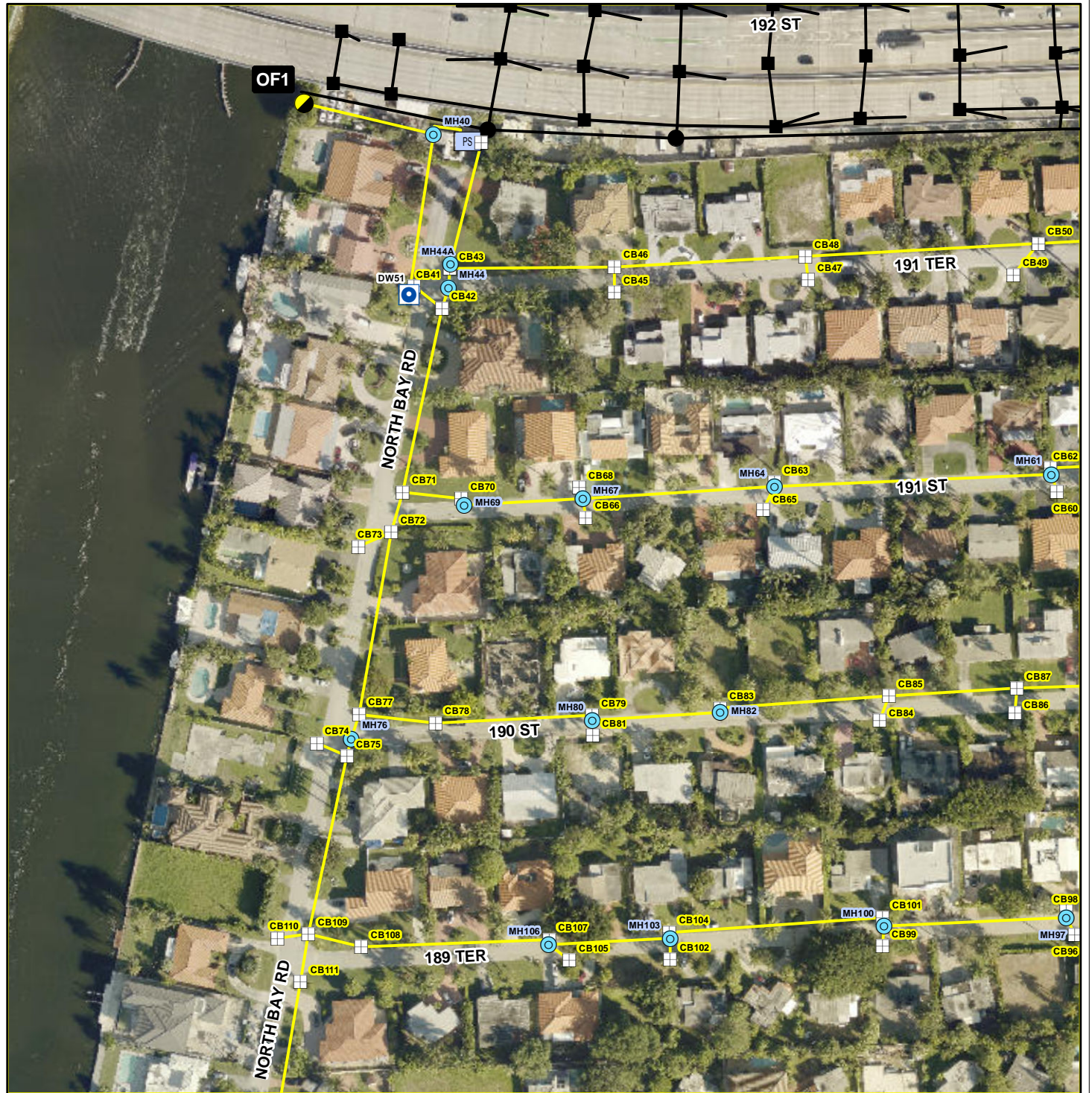
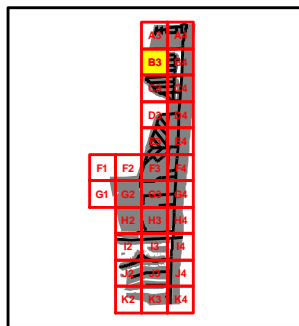
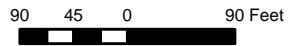
- Drainage Well (1)
- Storm Manhole (14)
- Pump Structure (1)
- Storm Outfall (1)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (43)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet B4

### Legend

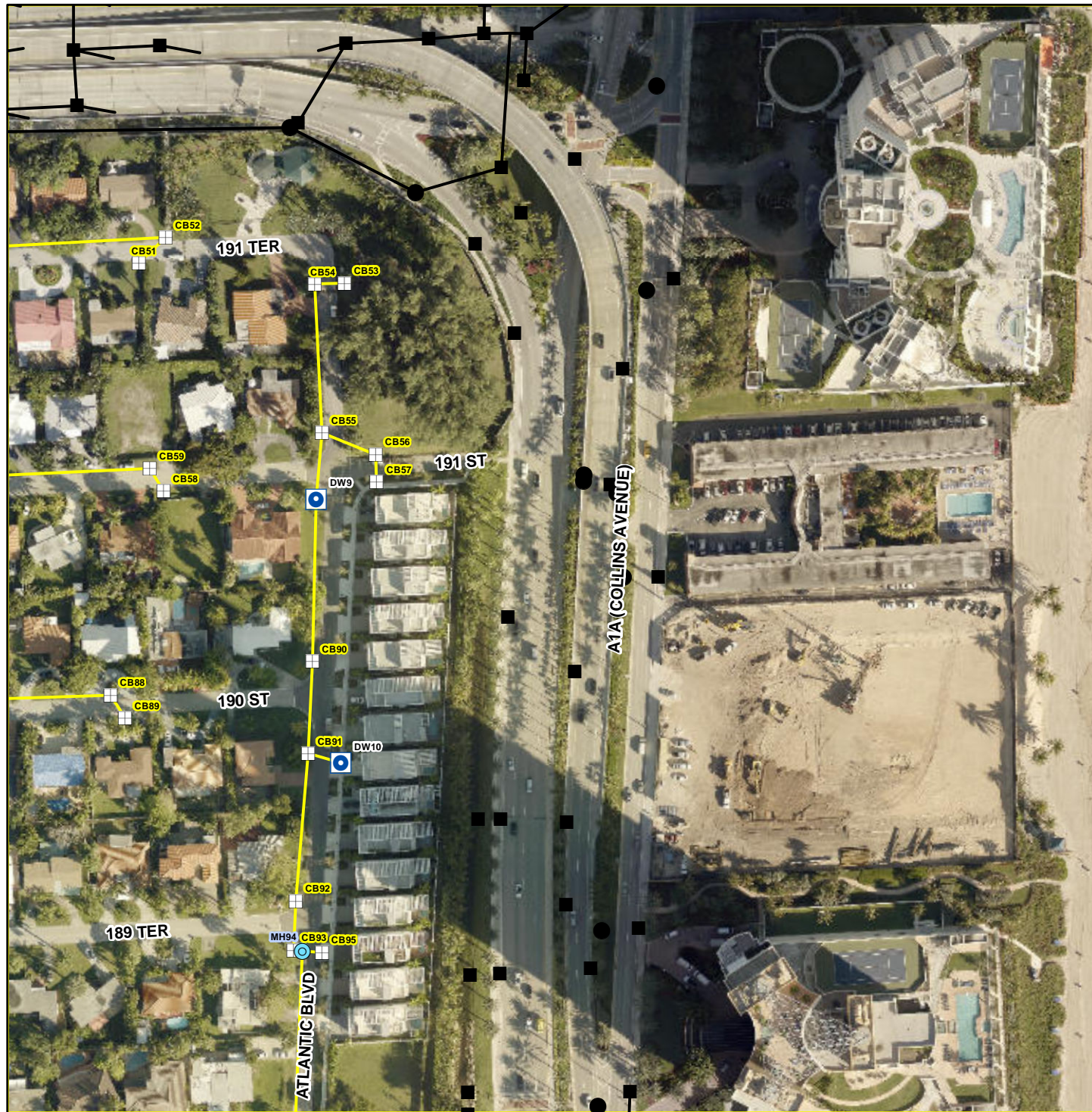
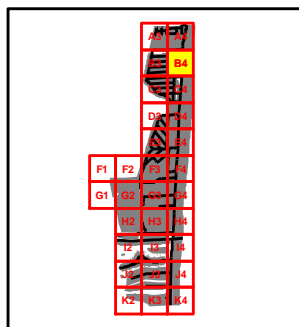
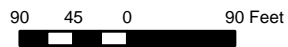
- Drainage Well (2)
- Storm Manhole (1)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (17)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet C3

### Legend

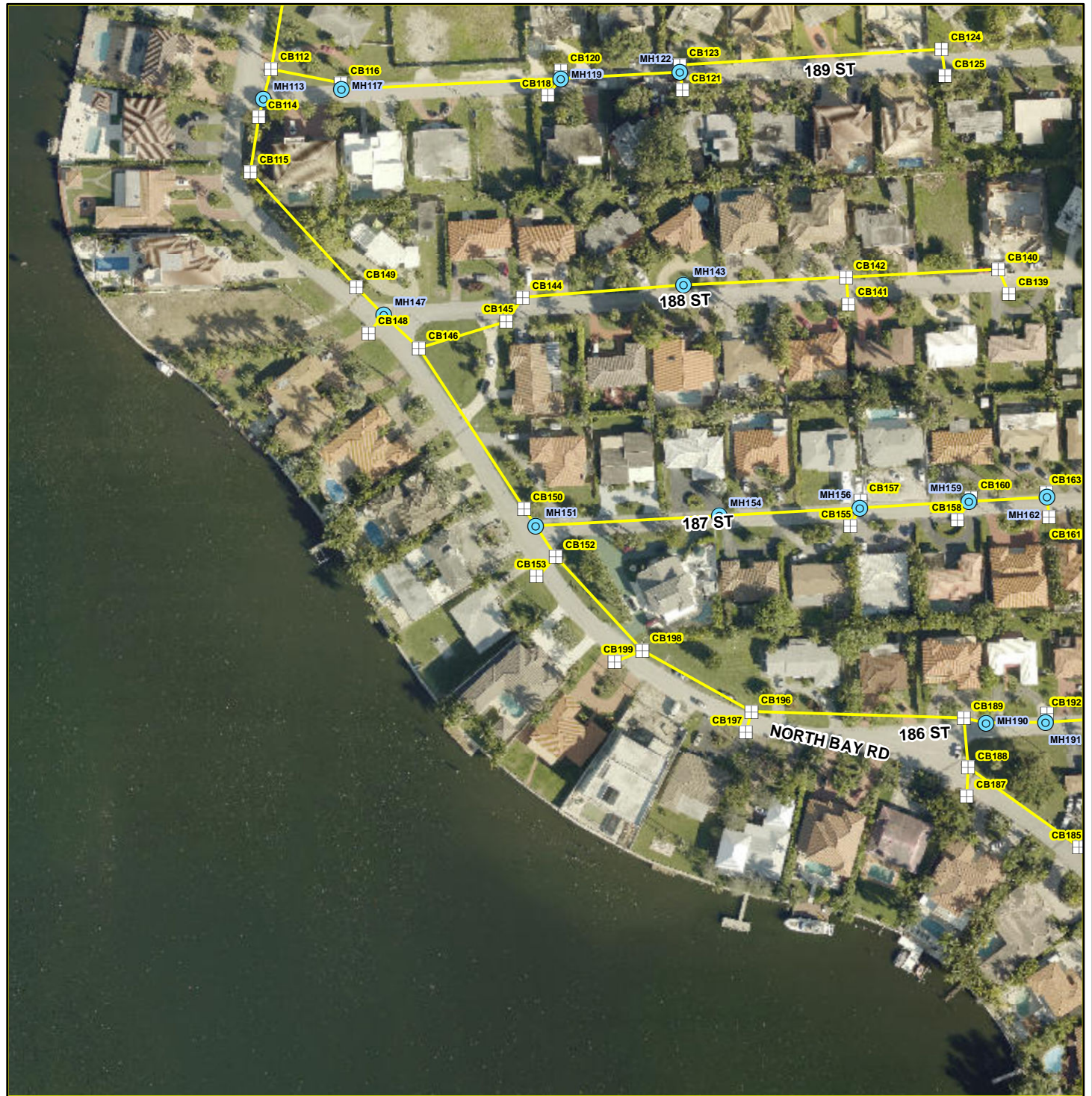
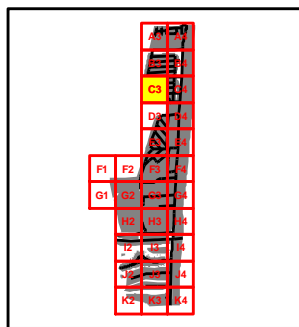
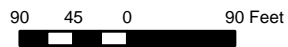
- Drainage Well (0)
- Storm Manhole (13)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (37)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet C4

### Legend

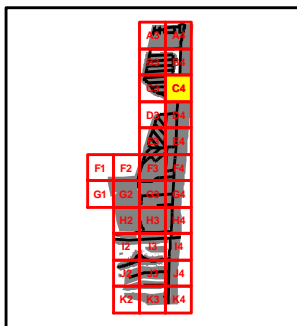
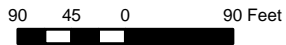
- Drainage Well (2)
- Storm Manhole (11)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (26)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet D3

### Legend

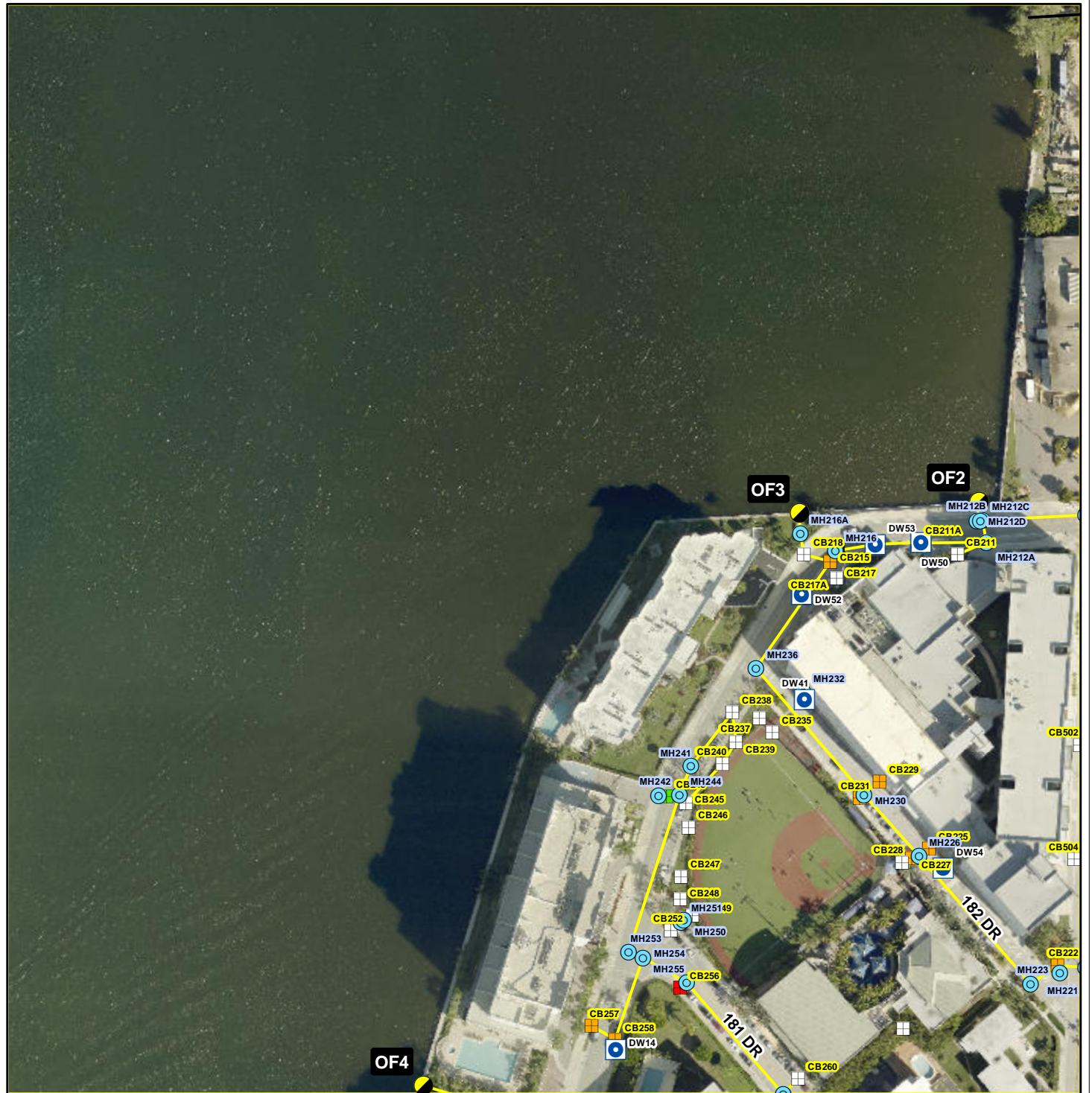
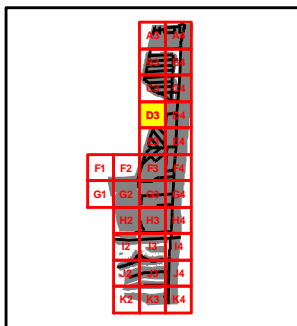
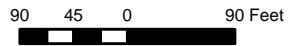
- Drainage Well (6)
- Storm Manhole (23)
- Pump Structure (0)
- Storm Outfall (3)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (8)
- CURB & GUTTER (1)
- DITCH BOTTOM (21)
- OTHER (0)
- VALLEY (1)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet D4

### Legend

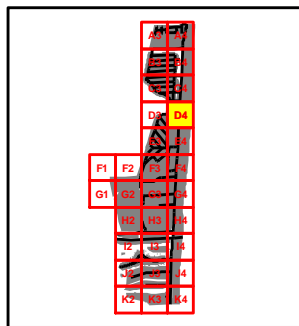
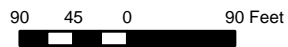
- Drainage Well (1)
- Storm Manhole (8)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (3)
- CURB & GUTTER (0)
- DITCH BOTTOM (8)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet E3

### Legend

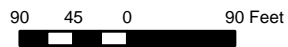
- Drainage Well (11)
- Storm Manhole (25)
- Pump Structure (0)
- Storm Outfall (1)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (23)
- CURB & GUTTER (11)
- DITCH BOTTOM (6)
- OTHER (0)
- VALLEY (1)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet E4

### Legend

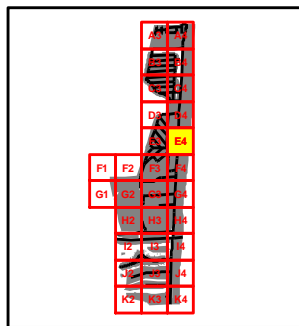
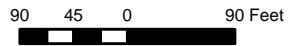
- Drainage Well (4)
- Storm Manhole (4)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (3)
- CURB & GUTTER (1)
- DITCH BOTTOM (18)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet F1

### Legend

-  Drainage Well (0)
-  Storm Manhole (0)
-  Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

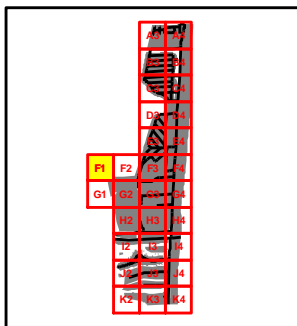
### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (0)
-  CURB & GUTTER (0)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.

90 45 0 90 Feet












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet F2

### Legend

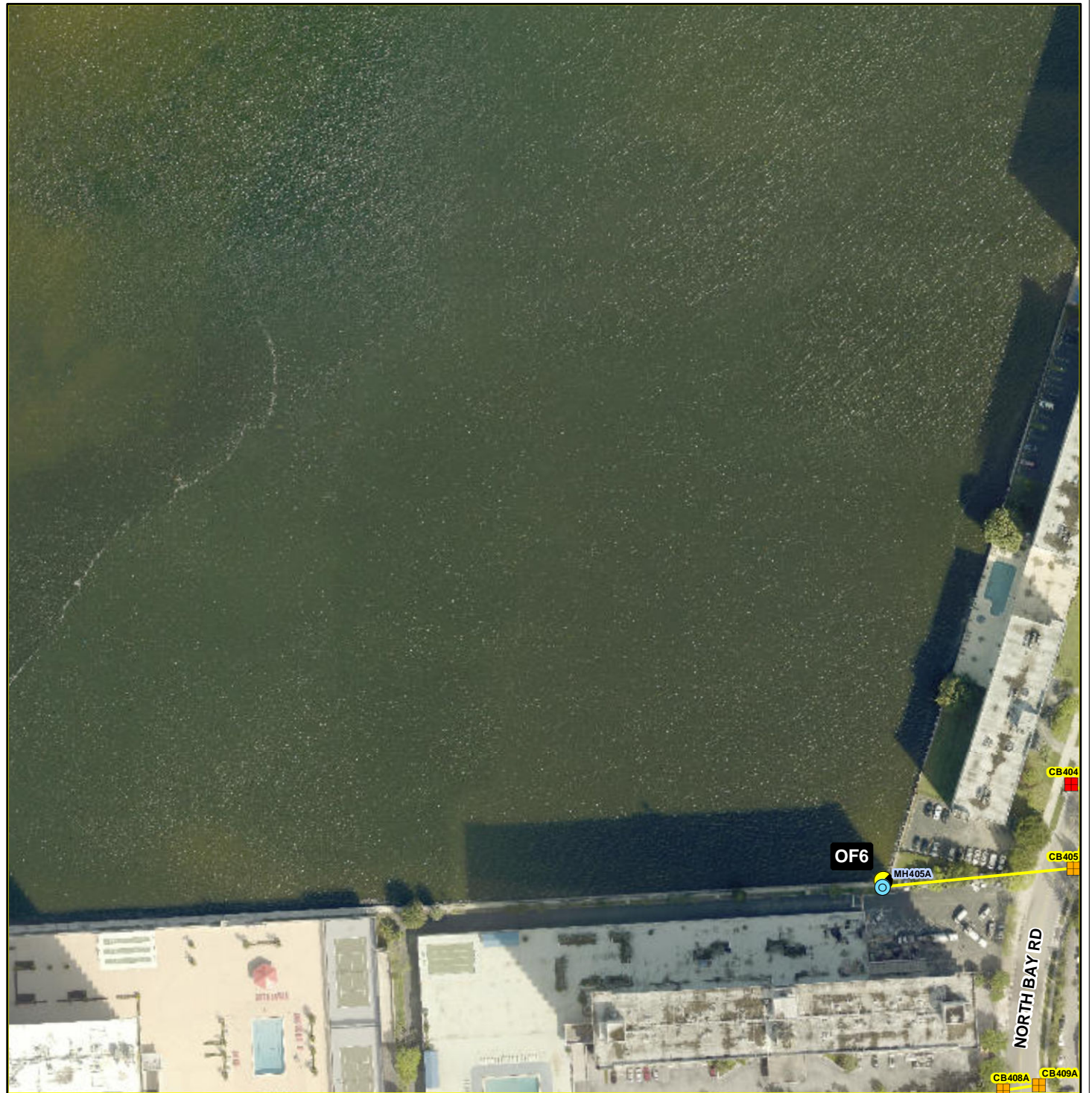
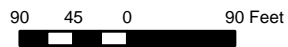
-  Drainage Well (0)
-  Storm Manhole (1)
-  Pump Structure (0)
-  Storm Outfall (1)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (3)
-  CURB & GUTTER (1)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet F3

### Legend

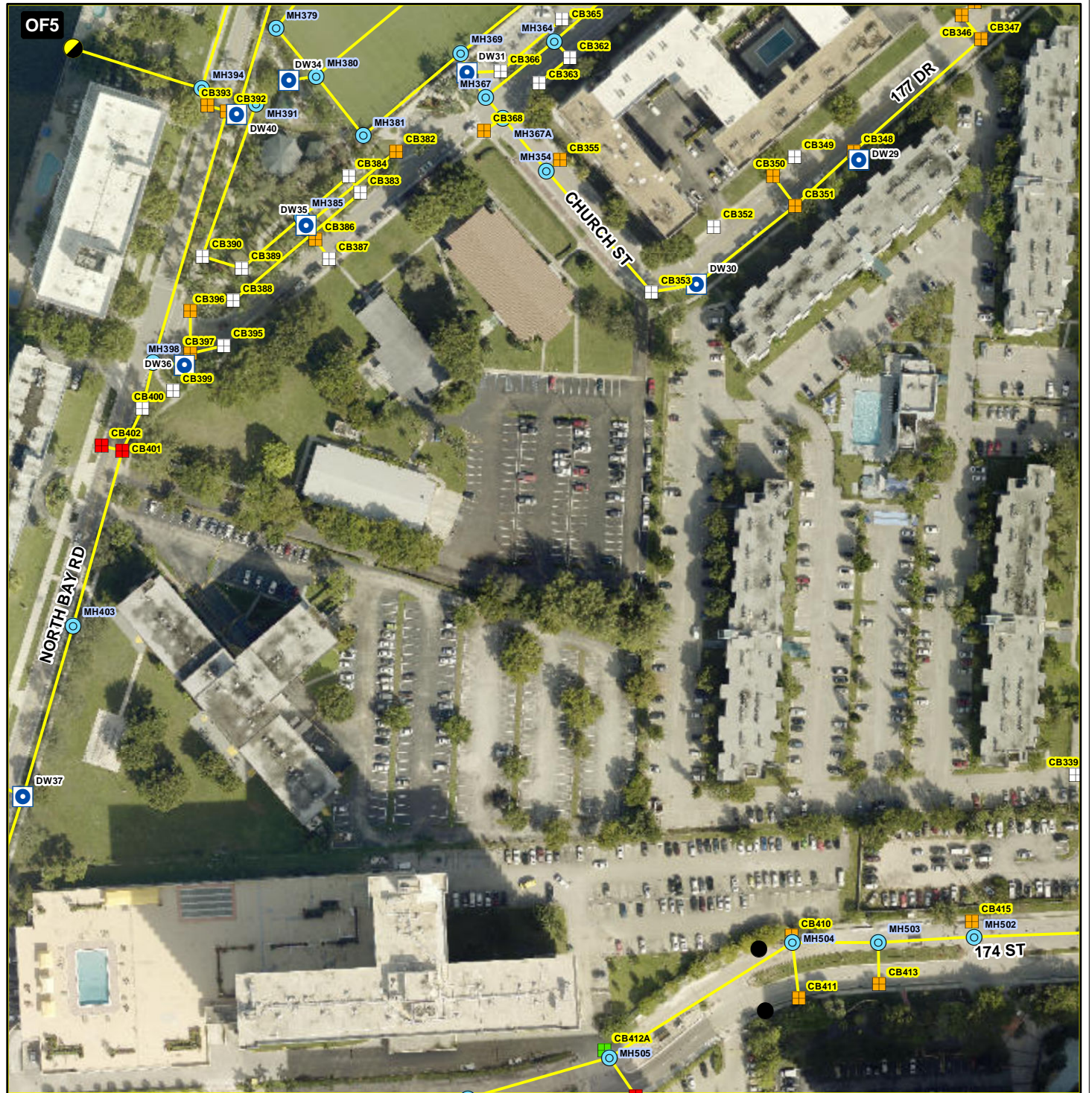
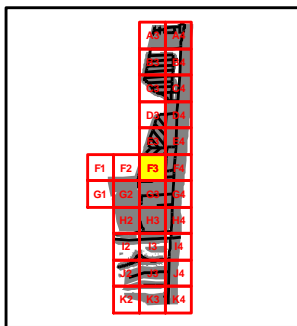
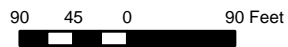
- Drainage Well (8)
- Storm Manhole (18)
- Pump Structure (0)
- Storm Outfall (2)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (20)
- CURB & GUTTER (3)
- DITCH BOTTOM (17)
- OTHER (0)
- VALLEY (1)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet F4

### Legend

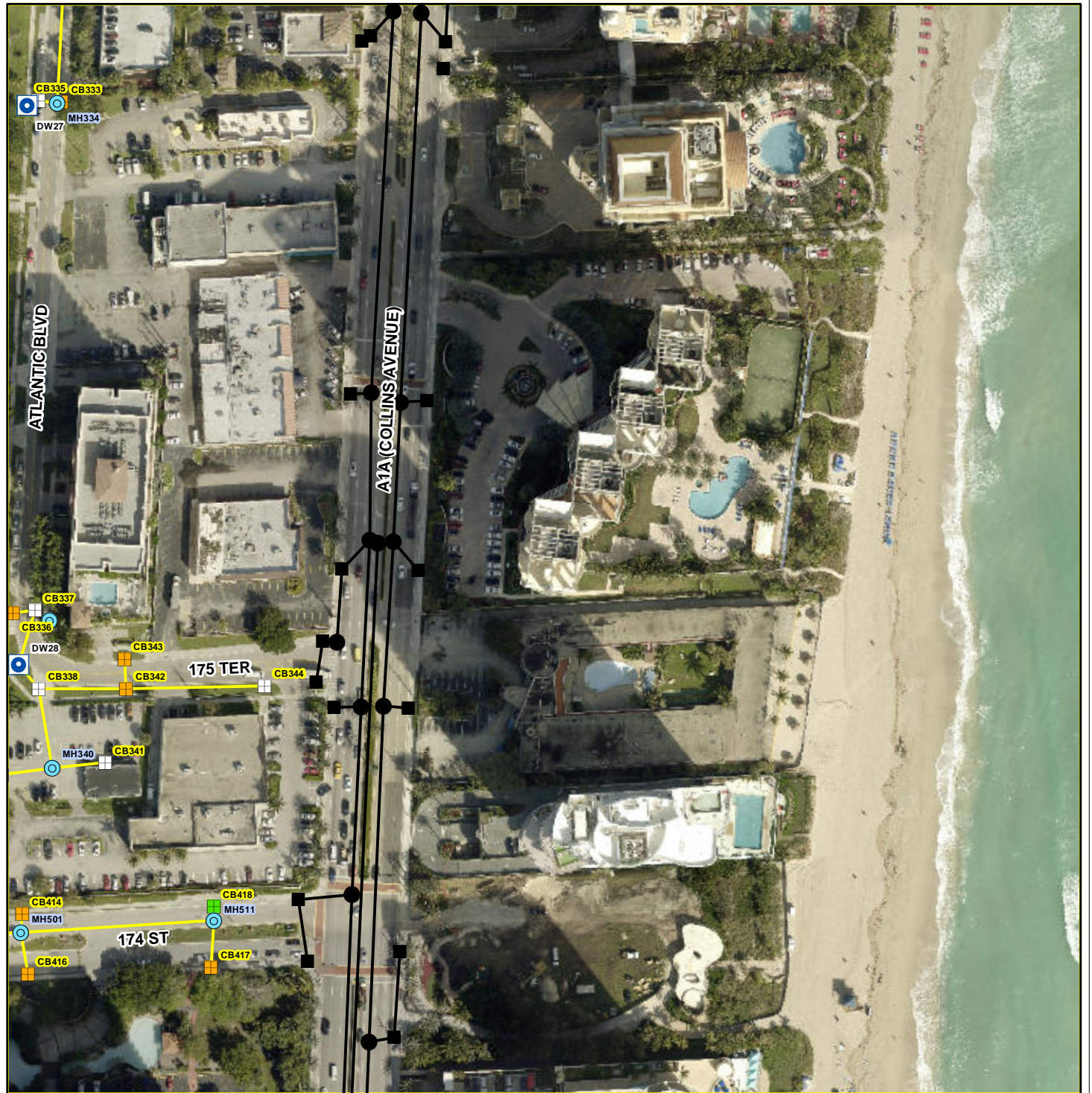
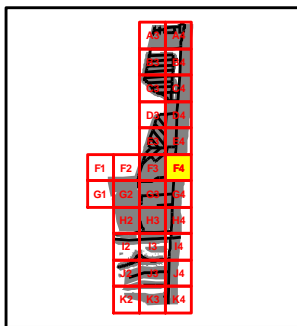
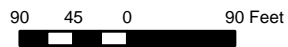
- Drainage Well (2)
- Storm Manhole (5)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (7)
- CURB & GUTTER (0)
- DITCH BOTTOM (6)
- OTHER (0)
- VALLEY (1)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet G1

### Legend

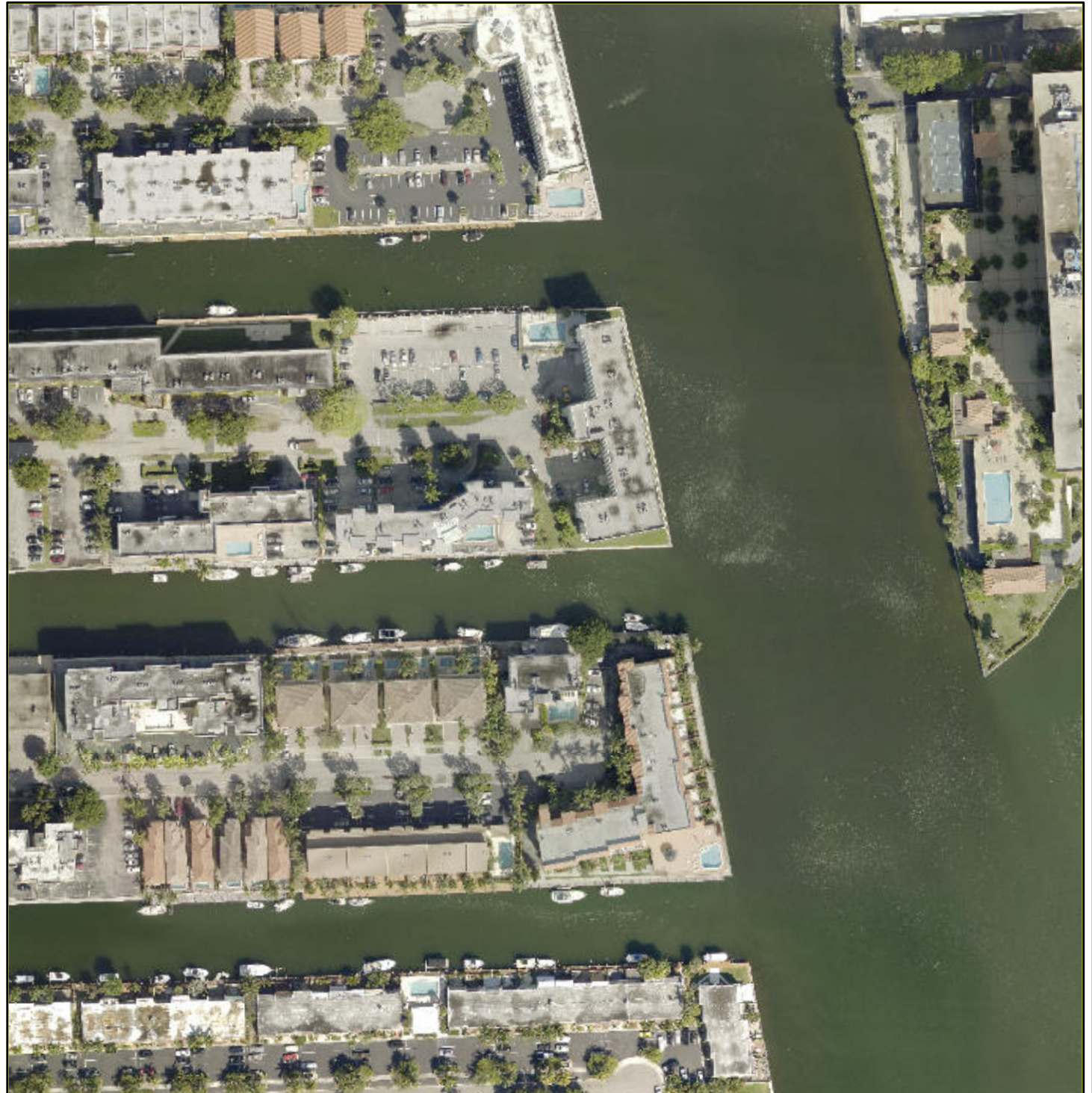
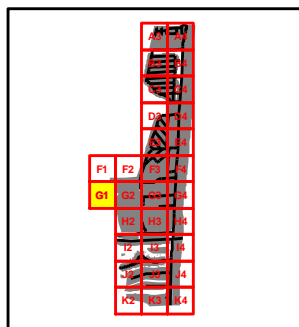
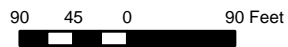
-  Drainage Well (0)
-  Storm Manhole (0)
-  Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (0)
-  CURB & GUTTER (0)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet G2

### Legend

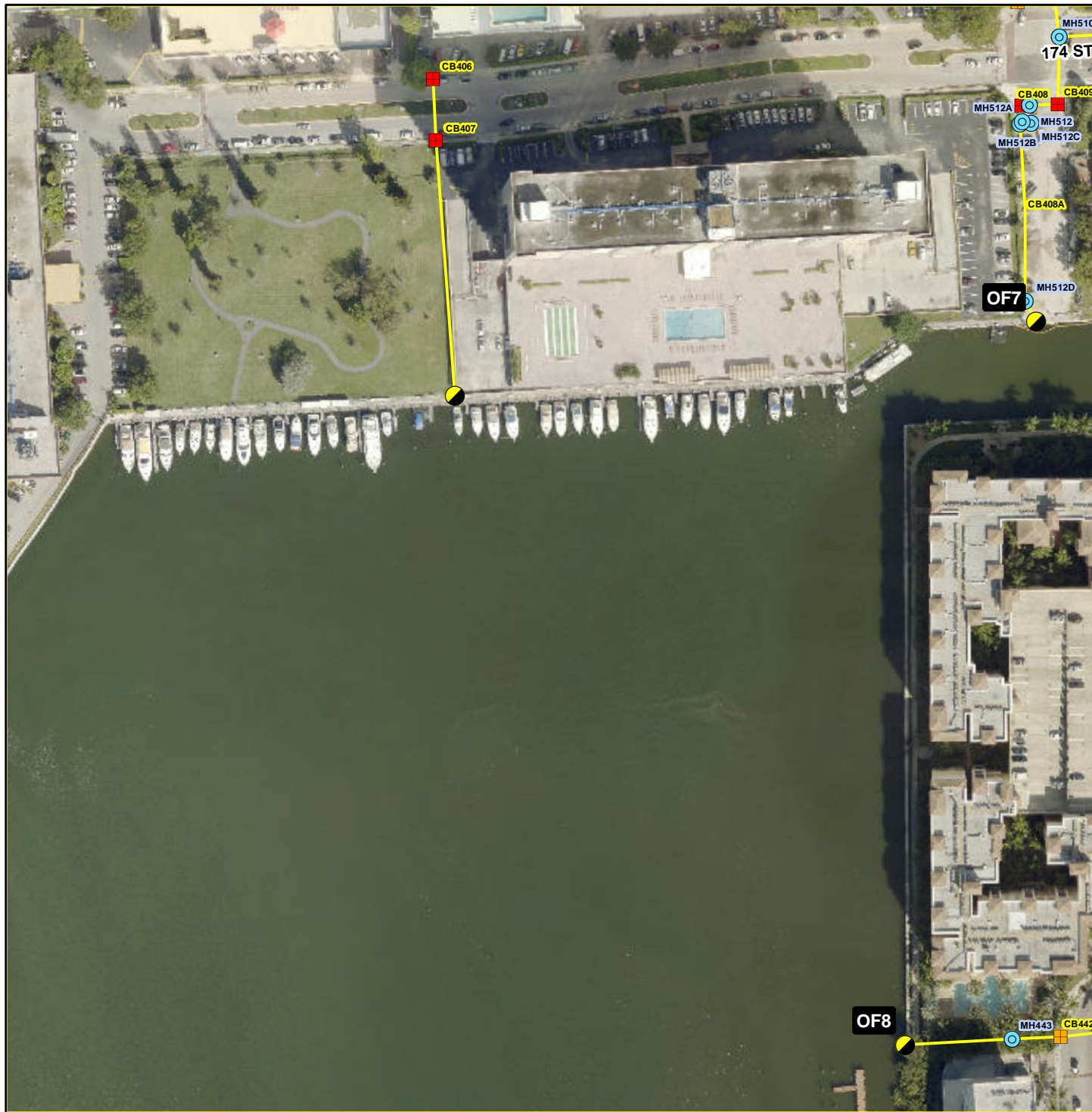
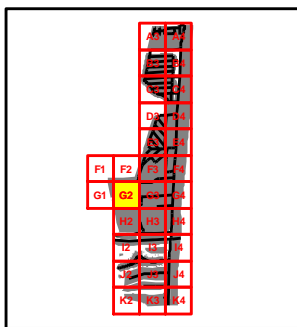
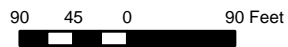
-  Drainage Well (0)
-  Storm Manhole (7)
-  Pump Structure (0)
-  Storm Outfall (3)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (3)
-  CURB & GUTTER (4)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet G3

### Legend

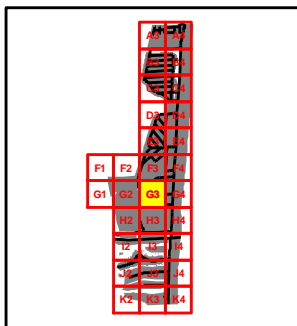
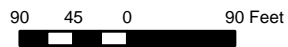
- Drainage Well (1)
- Storm Manhole (16)
- Pump Structure (0)
- Storm Outfall (1)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (12)
- CURB & GUTTER (1)
- DITCH BOTTOM (8)
- OTHER (0)
- VALLEY (3)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet G4

### Legend

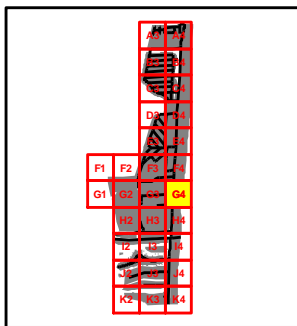
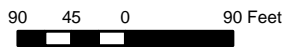
- Drainage Well (0)
- Storm Manhole (1)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (1)
- CURB & GUTTER (0)
- DITCH BOTTOM (1)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet H2

### Legend

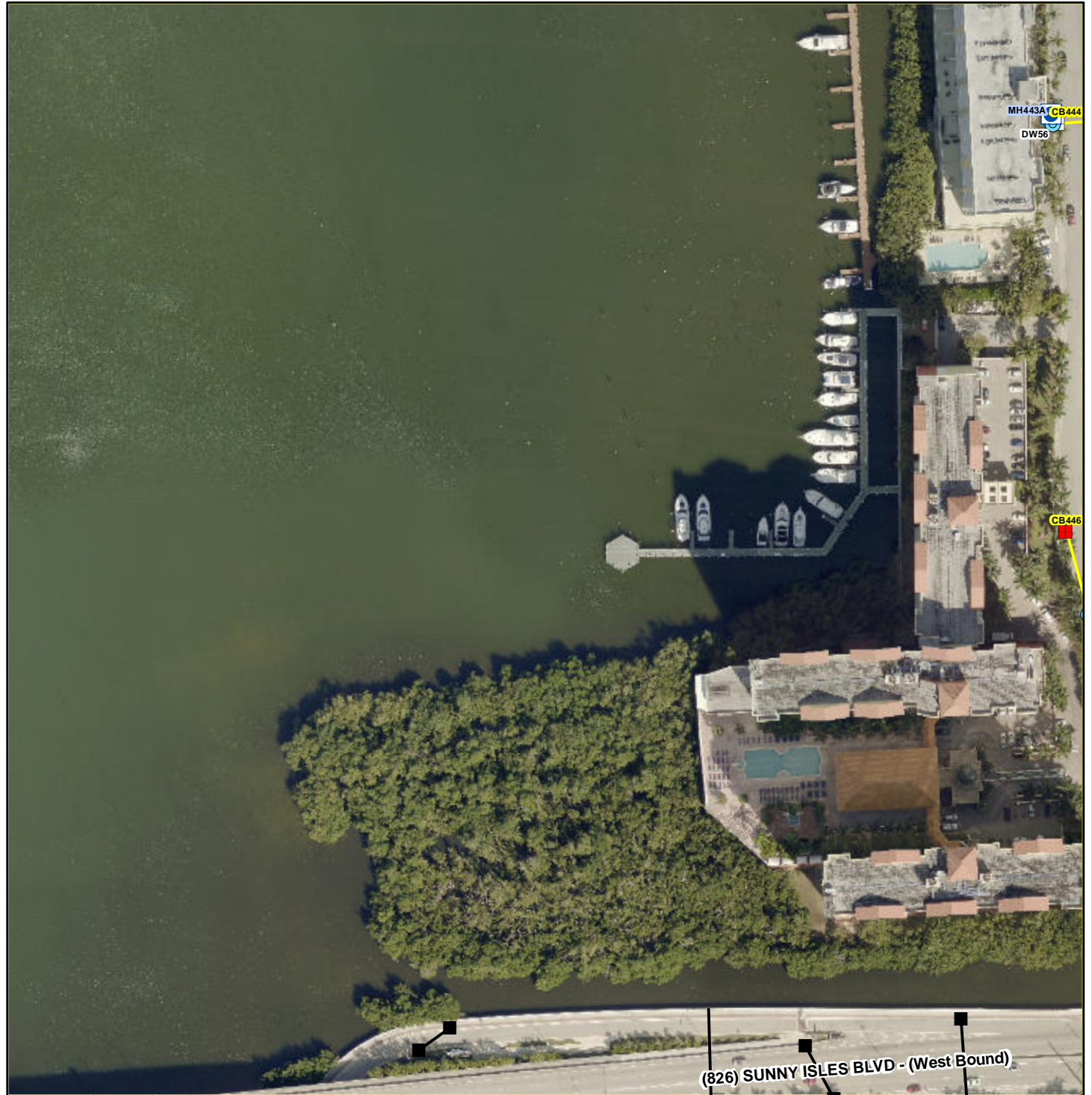
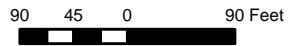
-  Drainage Well (1)
-  Storm Manhole (2)
-  Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (0)
-  CURB & GUTTER (1)
-  DITCH BOTTOM (1)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet H3

### Legend

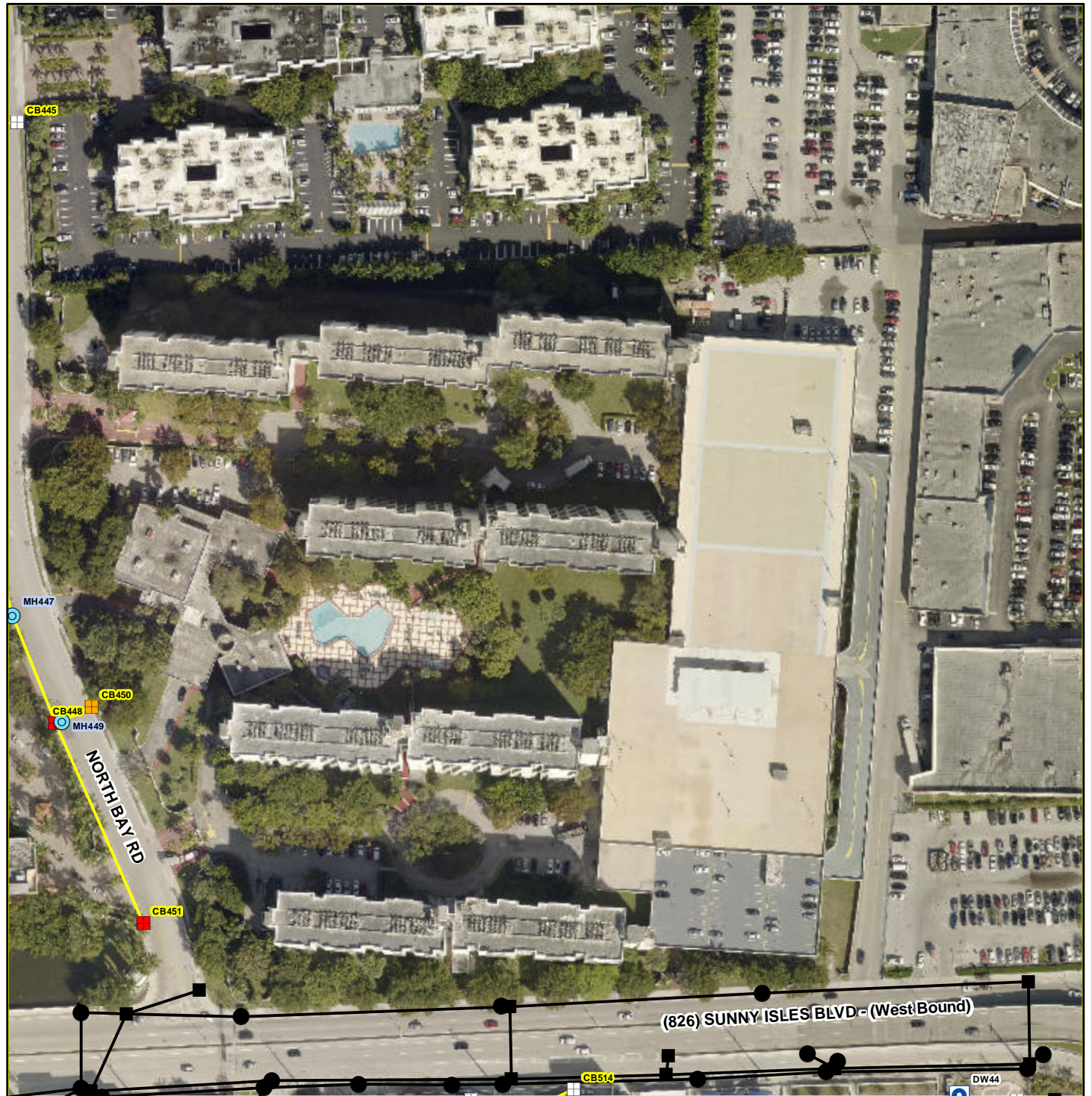
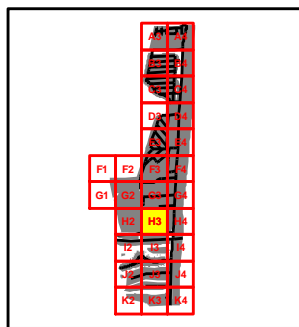
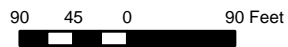
- Drainage Well (1)
- Storm Manhole (2)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (1)
- CURB & GUTTER (2)
- DITCH BOTTOM (6)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet H4

### Legend

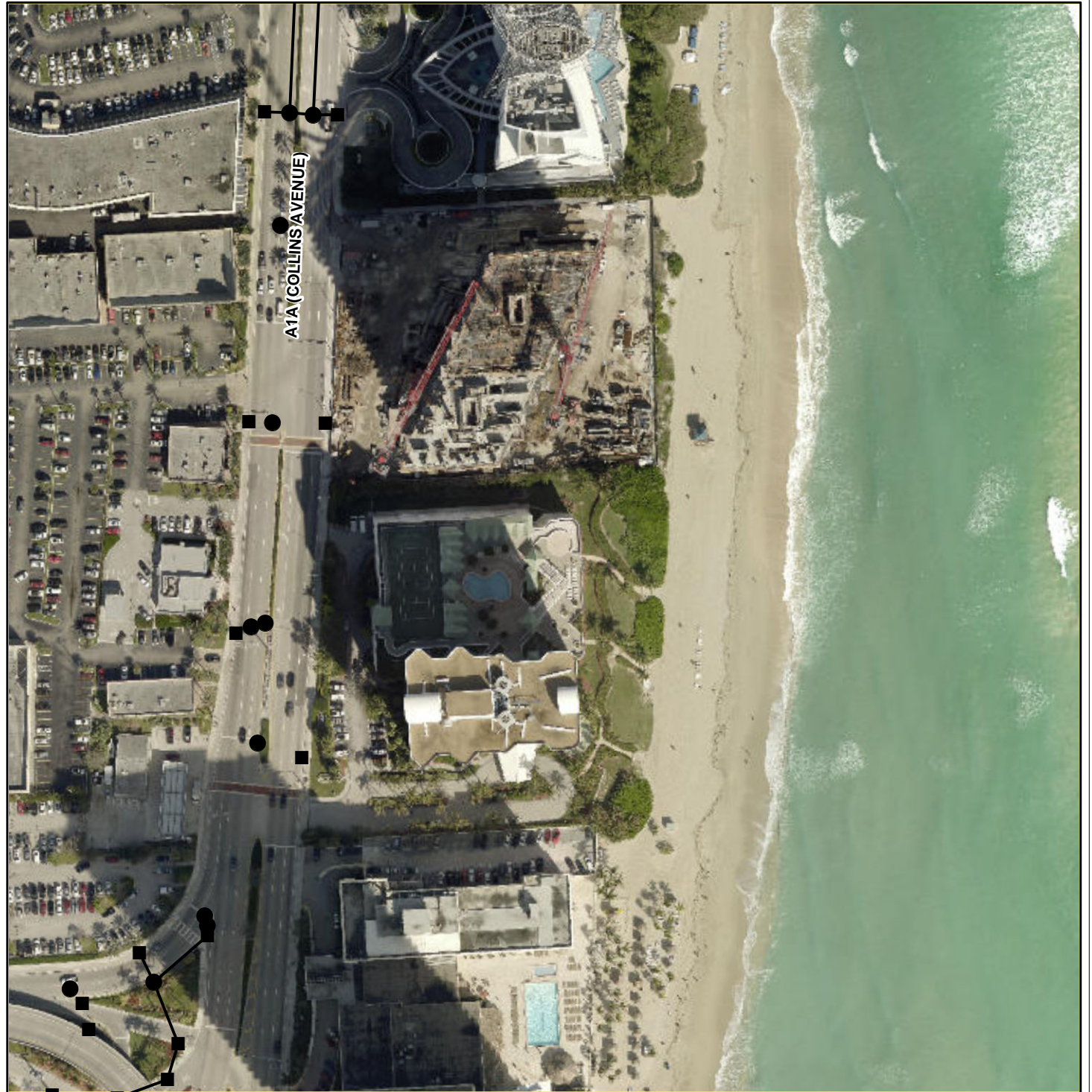
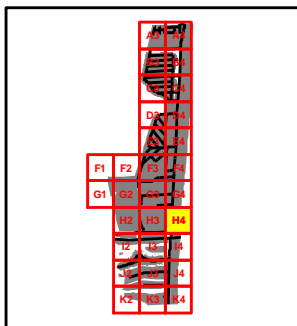
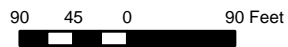
- Drainage Well (0)
- Storm Manhole (0)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (0)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet I2

### Legend

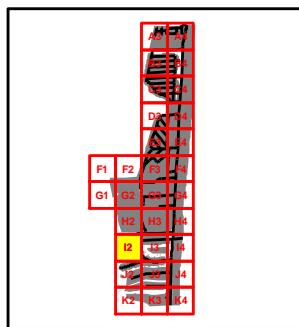
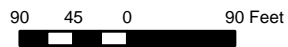
- Drainage Well (0)
- Storm Manhole (0)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (3)
- CURB & GUTTER (0)
- DITCH BOTTOM (0)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet I3

### Legend

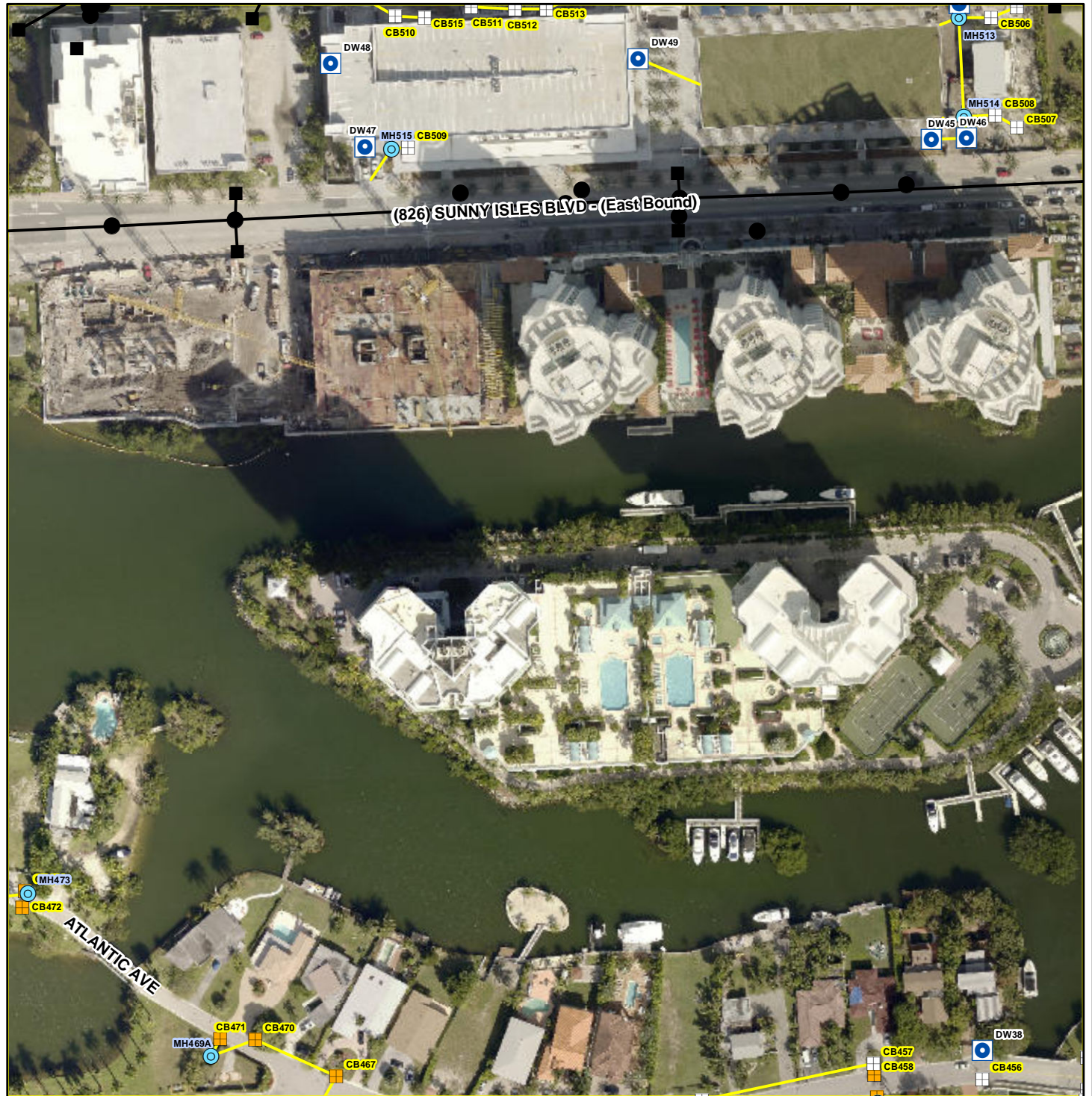
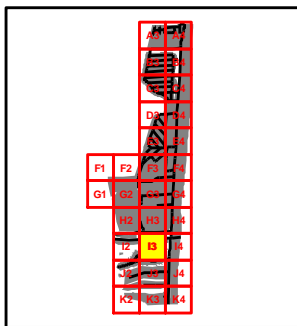
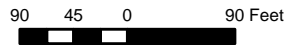
- Drainage Well (7)
- Storm Manhole (6)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (7)
- CURB & GUTTER (0)
- DITCH BOTTOM (17)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet I4

### Legend

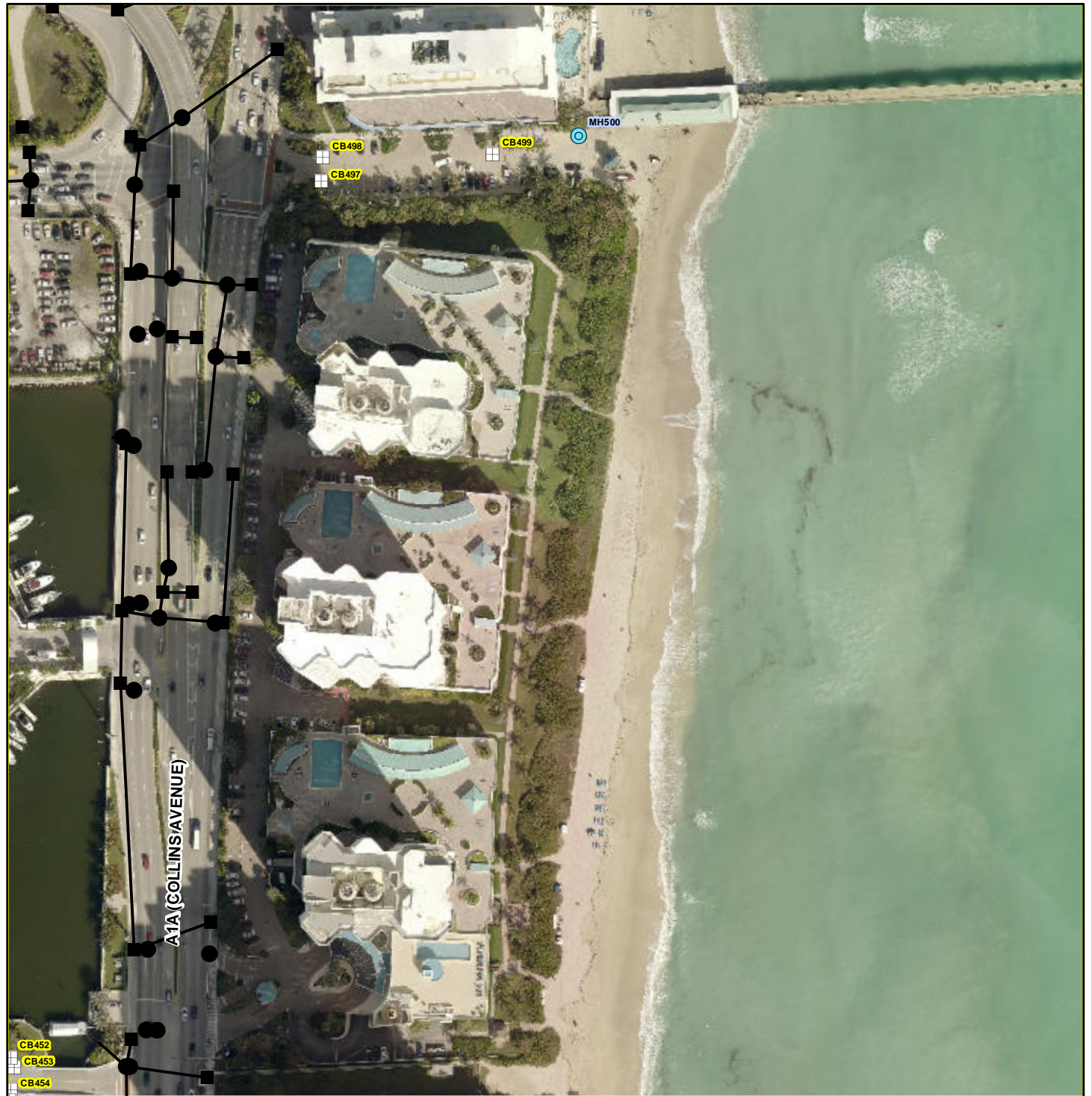
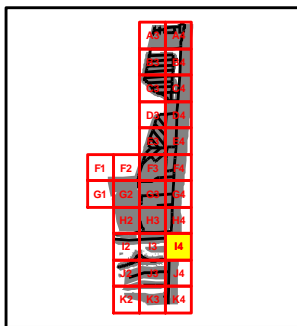
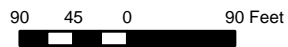
- Drainage Well (0)
- Storm Manhole (1)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (7)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet J2

### Legend

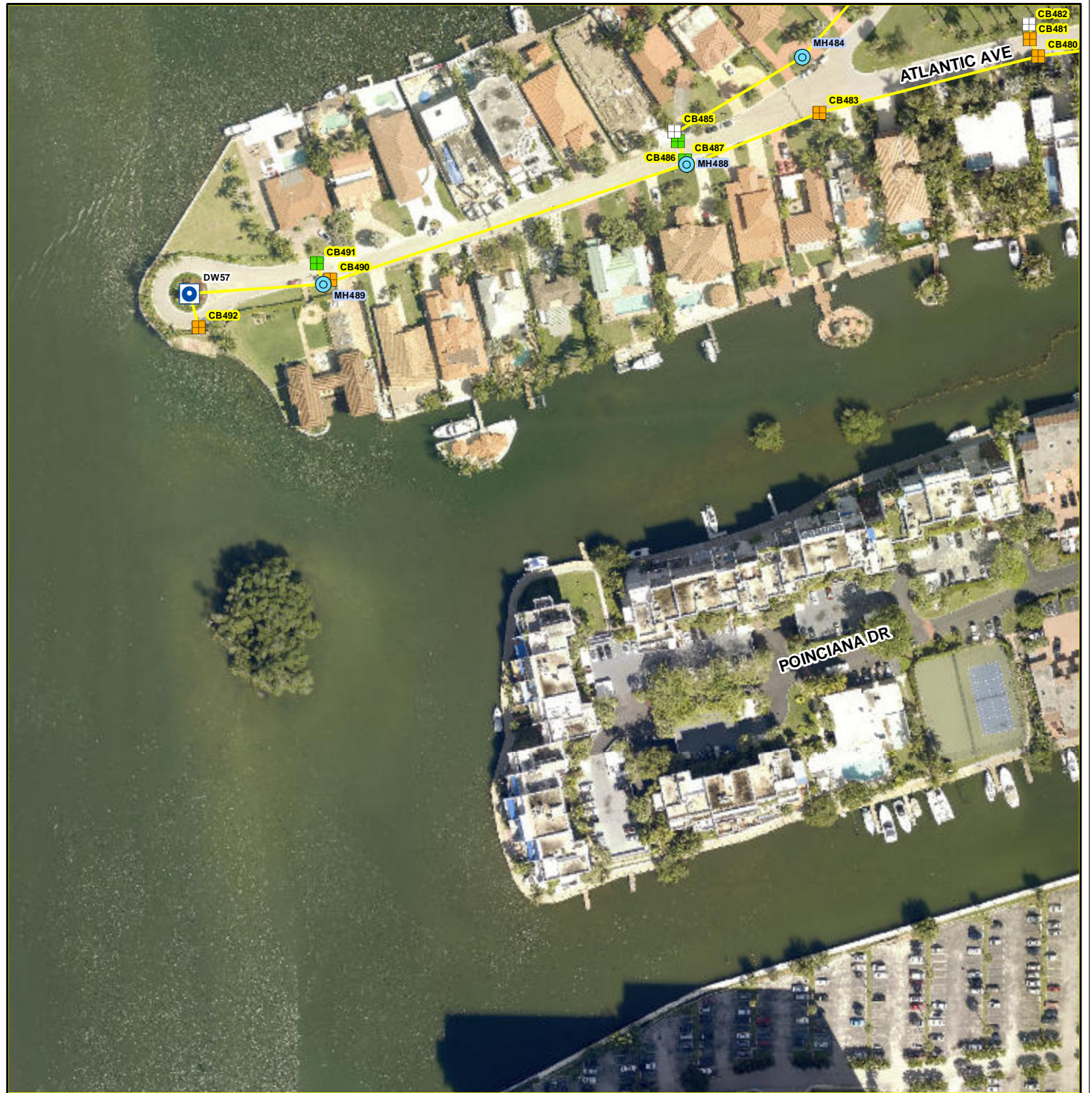
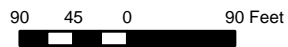
-  Drainage Well (1)
-  Storm Manhole (3)
-  PS Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (5)
-  CURB & GUTTER (0)
-  DITCH BOTTOM (2)
-  OTHER (0)
-  VALLEY (3)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet J3

### Legend

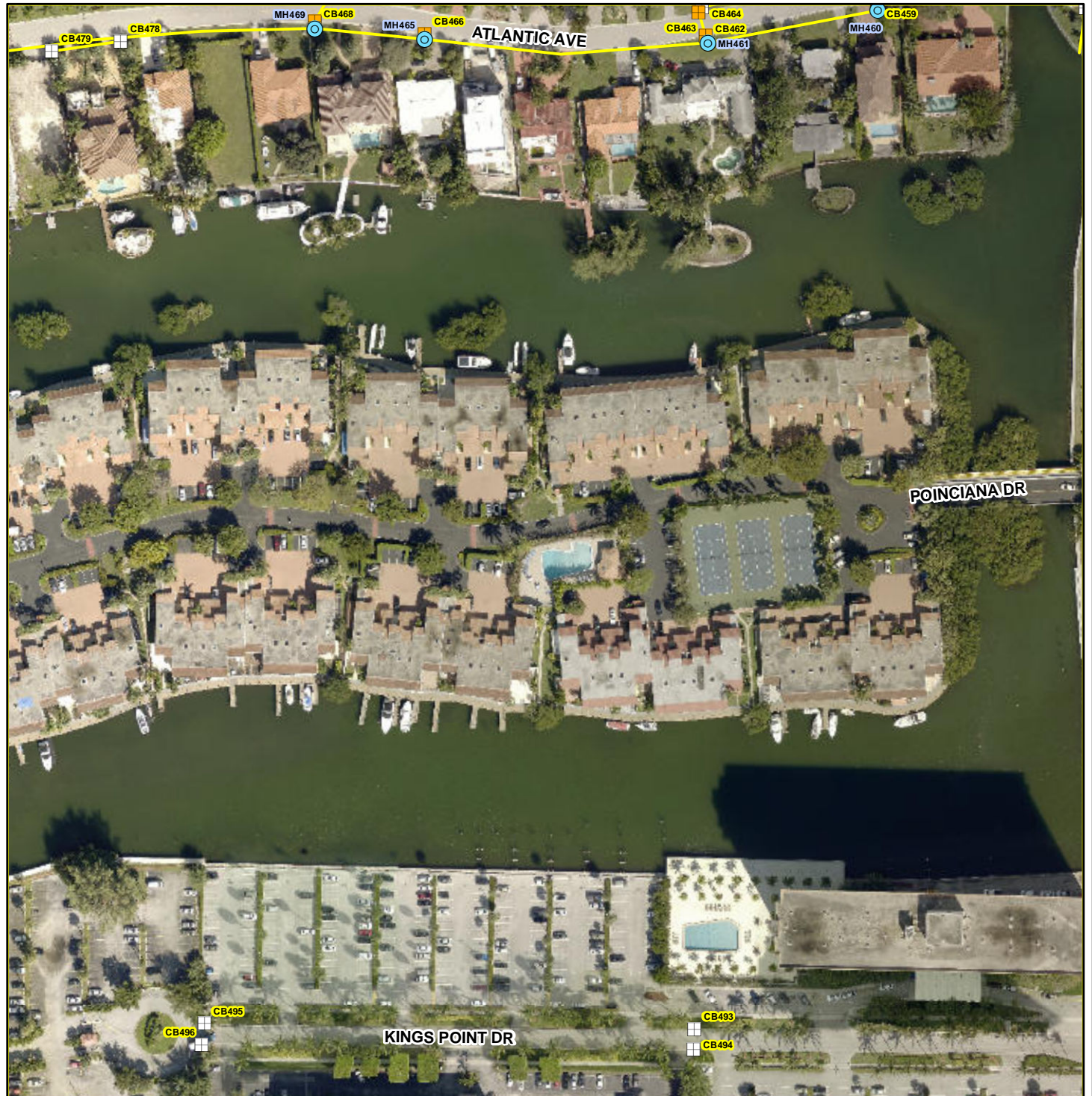
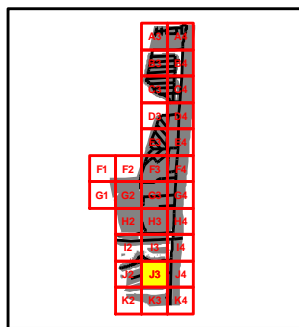
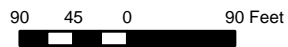
- Drainage Well (0)
- Storm Manhole (4)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (5)
- CURB & GUTTER (0)
- DITCH BOTTOM (8)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet J4

### Legend

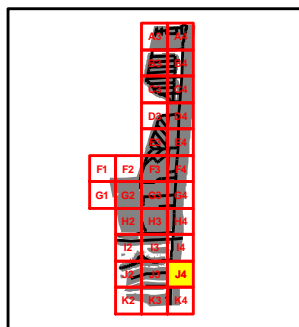
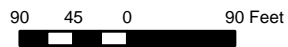
- Drainage Well (0)
- Storm Manhole (0)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (1)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet K2

### Legend

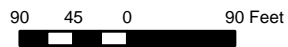
-  Drainage Well (0)
-  Storm Manhole (0)
-  Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (0)
-  CURB & GUTTER (0)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.







# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas

## Sheet K3

### Legend

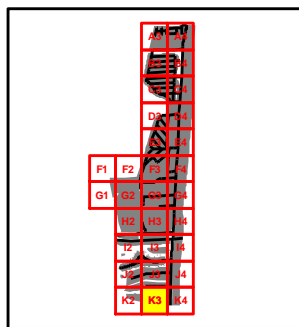
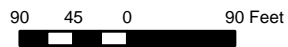
- Drainage Well (0)
- Storm Manhole (0)
- Pump Structure (0)
- Storm Outfall (0)
- Storm Pipes

### Catch Basin

#### TYPE

- BARRIER WALL (0)
- COMBINATION (0)
- CURB & GUTTER (0)
- DITCH BOTTOM (0)
- OTHER (0)
- VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.












# City of Sunny Isles Beach City Maintained Storm Water Drainage Atlas







## Sheet K4

### Legend

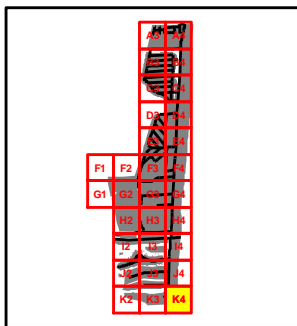
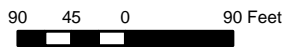
-  Drainage Well (0)
-  Storm Manhole (0)
-  Pump Structure (0)
-  Storm Outfall (0)
-  Storm Pipes

### Catch Basin

#### TYPE

-  BARRIER WALL (0)
-  COMBINATION (0)
-  CURB & GUTTER (0)
-  DITCH BOTTOM (0)
-  OTHER (0)
-  VALLEY (0)

\*\*Features in BLACK are NOT maintained by the City.





CITY OF SUNNY ISLES BEACH  
18070 Collins Avenue  
Sunny Isles Beach, Florida 33160  
305.947.0606  
www.sibfl.net



## AFFIDAVITS









## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

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) is \_\_\_\_\_.  
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

11.2. I understand that a "public entity crime" as defined 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 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.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any 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, executors, 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 prime 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.

**11.5.** I understand that a "person" as defined in Para. 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 Bids or applies to Bid 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

**11.6.** 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 it's 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the 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 11.1 (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.

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(AFFIX NOTARY STAMP HERE)

Signature:  
\_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_





EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: Landscape Maintenance Services. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**





## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



# ANTI-KICKBACK

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Notary Public – State of Florida**

\_\_\_\_\_  
Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_





# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date