



# **EXTERIOR STRIPPING/COATING OF WATER STORAGE TANK**

INVITATION FOR BID # PSUT-25-05

**Issuance of Solicitation:** Wednesday, April 9, 2025

**Questions Due Date:** Friday, April 25, 2025

**Bid Submission Deadline:** Tuesday, May 6, 2025

THE CITY OF PEMBROKE PINES  
PROCUREMENT DEPARTMENT  
8300 SOUTH PALM DRIVE  
PEMBROKE PINES, FLORIDA 33025  
(954) 518-9020

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For more information, please visit our online supplier portal, located at  
<https://procurement.opengov.com/portal/pembrokepines>

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Attachments:

A - Specimen Contract - Contractual Services Agreement

B - Sample Insurance Certificate

C - AV Tank As-Built

## **SECTION 1 - NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

**IFB # PSUT-25-05**

### **Exterior Stripping/Coating of Water Storage Tank**

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

**For Technical Support**, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33025.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

**Proposals will be accepted until 2:00 pm on Tuesday, May 6, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/150079>.**

**Bid Opening:** The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4<sup>th</sup> Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

**Virtual Bid Opening:** In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

**Virtual Meeting Details:**



- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Ivan Ospinal or other Procurement Staff in the Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
(954) 518-9020 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)



**SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE**

**2.1 Project Timeline**

The work shall be completed within 180 calendar days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **June 10th, 2025**.

**2.2 Tentative Schedule of Events**

Issuance of Solicitation (Posting Date):	April 9, 2025
Pre-Bid Meeting (Mandatory):	April 14, 2025, 10:00am 17189 Sheridan St, Pembroke Pines, FL 33331
Question Due Date:	April 25, 2025, 11:30pm
Issuance of Final Answers to Questions:	April 30, 2025
Bid Submission Deadline:	May 6, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

**2.3 Mandatory Pre-Bid Meeting/Site Visit**

There will be a **MANDATORY** scheduled pre-bid meeting on **Monday, April 14, 2025 at 10:00 am**. Meeting location will be at the **17189 Sheridan St, Pembroke Pines, FL 33331**

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor’s responsibility to make sure that they sign in at the meeting.

**2.4 Follow-Up Pre-Bid Meeting(s)**

**Follow-Up Meetings:** In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting **Ivan Ospinal** at **(954) 518-9020**. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.

**2.5 Estimated Project Cost**

350,000

## **2.6 Liquidated Damages**

Liquidated damages for this project shall be **FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00)** per day.

## **2.7 Grant/Federal Funding**

Not applicable for this project.

## **2.8 Proposal Security/Bid Bond**

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

## **2.9 Payment and Performance Bonds**

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

## **SECTION 3 - PURPOSE AND BACKGROUND**

### **3.1 Purpose**

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to clean, prepare, and coat, the exterior of the water storage tank, in accordance with the terms, conditions, and specifications contained in this solicitation.

The work consists of cleaning, preparing, and coating the exterior of the City's 2.5-million-gallon pre-stressed concrete water storage tank, including repair of all exterior cracks and deficiencies.

### **3.2 Background**

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.

## **SECTION 4 - SCOPE OF WORK**

### **4.1 Special Conditions**

#### **GENERAL CONDITIONS**

##### **Scope of Work**

The project involves cleaning, preparing, and coating the exterior of the City's 2.5-million-gallon pre-stressed concrete water storage tank. It also includes repairing all exterior cracks and deficiencies.

##### **Debris Disposal**

- The Contractor is solely responsible for properly disposing of all construction debris at an authorized landfill.
- All disposal costs shall be borne by the Contractor.

##### **Site Maintenance & Restoration**

- Work areas must meet safety requirements for pedestrian and vehicular traffic.
- All areas must be left clean and orderly after work completion.
- Any damaged grass areas or private property must be restored to their original condition.
- The Contractor is encouraged to maintain before-and-after photo documentation at no cost to the City, which should be available to the Engineer upon request.

##### **Compliance & Standards**

All work must comply with or exceed:

Florida Department of Transportation Applicable Standards

- Florida Building Code
- Broward County Public Works Standards

##### **Supervision & Oversight**

- The Project Manager has full supervision over the contract execution.
- Orders from the City Commission and/or City Manager shall be communicated through the Project Manager.
- The Contractor must strictly follow all instructions given by the Project Manager.

- A designated foreman or representative must be available to receive instructions in the Contractor's absence. Otherwise, the Contractor remains responsible for executing instructions.
- The Project Manager must have unrestricted access to the materials and worksite for layout, measurement, inspection, and oversight.

### **Plans and Specifications**

- The Technical Specifications prepared by the City are included as part of the Contract Documents.
- All specifications and related documentation that constitute the contract must be strictly followed regarding work, materials, and dimensions, unless a written exception is authorized by the Project Manager.
- Any measurement discrepancies shall be resolved by the Project Manager or their representative.
- The Contractor must not proceed if there is any uncertainty regarding dimensions or measurements.

### **Limitations of Operations**

- No work shall be conducted during weekends, City holidays, or outside the City's business hours, unless necessary for the proper care and protection of work already performed.
- Exceptions may be granted only with permission from the Project Manager or their designee.

### **Field Office**

- No field office is required for these projects.
- The Contractor must provide the Project Manager or their representative with a local telephone number for contact at any time during the project.
- A competent, English-speaking superintendent must be present at the project site throughout the work's progress.

### **PERFORMANCE OF WORK**

- The Contractor shall provide a qualified Superintendent who will always be present during work and authorized to act on behalf of the Contractor.
- The Contractor must maintain sufficient plant, equipment, and labor on-site to meet project requirements.

- All equipment must be in satisfactory operating condition, ensuring safe and efficient work performance.
- All operations are always subject to inspection by the Project Manager.

### **Materials, Equipment, and Procedures**

- The Contractor must submit a description of materials, equipment, and work procedures for approval by the Project Manager.

### **Inspection and Work Modifications**

- If requested by the Project Manager, the Contractor must uncover or remove portions of finished work or examination.
- If the examined work is acceptable, costs for uncovering and restoring will be paid as "Extra Work."
- If the examined work is unacceptable, all associated costs shall be borne by the Contractor.
- No work shall be performed, nor materials used, without proper supervision or inspection by the Project Manager.
- Failure to initially reject defective work or materials does not prevent later rejection or obligate the City to final acceptance.

### **Independent Contractor Status**

- The Contractor is recognized as an independent contractor for this project, though they must follow the Project Manager's directions under certain conditions.

### **RESTORATION OF PROPERTY**

- Any public or private property damaged during construction or removed for project convenience must be repaired or replaced at the Contractor's expense.
- Repairs or replacements must be performed in a manner acceptable to the Project Manager before final acceptance of the work.
- This includes, but is not limited to:
  - Signalization equipment and miscellaneous hardware removed from the construction site
  - Driveways, walkways, walls, fences, and mailboxes
  - Sod, landscaping, and irrigation systems
  - Footing or underground utilities

### **Street Name & Traffic Control Signs**

- Street name signs must remain in place during construction unless relocation is necessary due to construction interference.
- The Contractor must promptly reinstall or replace any relocated or damaged signs in their proper locations.
- Before removing any traffic control signs, the Contractor must:
  - Provide temporary signage or other provisions to maintain a continuous traffic flow under the same conditions as before construction.
  - Report any unserviceable signs to the Broward County Traffic Operations Division.
  - Obtain all necessary approvals from Broward Public Works before relocating or removing any traffic control devices/signs.

## **UTILITIES**

- The Contractor is responsible for making all necessary arrangements with utility companies to ensure the maintenance of utility lines during construction.
- If a complete utility relocation is required but has not been completed before the “Notice to Proceed” is issued, the Contractor must still commence work and schedule activities to avoid interference with utility relocation or repair.
- The City is not liable for:
  - Any delays or additional expenses incurred by the Contractor due to utility company activities.
  - Any damages to utilities caused by the Contractor’s actions.

## **PROJECT SAFETY**

### **Maintenance of Traffic**

- The Contractor must adhere to the applicable portions of the Broward County Public Works Manual regarding traffic safety.
- Any excavated material, stored equipment, or other obstructions near or on the roadway pavement must be adequately always marked for traffic safety.
- The Contractor is responsible for furnishing all necessary traffic control devices, including:
  - Signs
  - Warning devices

- Barriers
- The Contractor must maintain the existing flow of traffic throughout the duration of the project.

#### **Access and Traffic Management**

- The Contractor must provide necessary access to all adjacent properties during construction.
- Special attention is required for managing pedestrian and vehicular traffic, particularly in school zones.
- If the Contractor's operations restrict street, road, or work area usage, the City may require the hiring of off-duty police officers (at the Contractor's expense) to assist with traffic control and safety.
- Traffic detours require prior coordination and approval from the Project Manager.

#### **MATERIALS**

- The Contractor shall provide all workmen, mechanics, tradesmen, and other skilled employees, along with all necessary materials and equipment required for the project.
- All work performed under this Contract requires the Contractor to supply all labor, equipment, and materials, including any incidental work, even if not explicitly mentioned in the drawings or specifications.

#### **Quality and Industry Standards**

- Where not explicitly described, all materials and workmanship shall conform to industry standards.
- Work must be performed in proper sequence with other contractors, City operations, and must properly integrate with both existing and new construction.

#### **Inspection and Quality Control**

- All materials, processes, and construction activities are open to inspection at any time.
- The Project Manager and their representatives shall have free access to all parts of the work.
- If defective work is identified, the Contractor must remove, reconstruct, replace, and correct the work at no additional cost.
- Errors in judgment by inspectors or prior acceptance of work do not relieve the Contractor of the responsibility to correct defects whenever discovered.

## **PAYMENT FOR TESTS**

- Unless otherwise specified, the Contractor is responsible for the expense of all tests requested by the Project Manager.
- Testing procedures must conform to all applicable State, County, City, AWWA, or industry standards.
- Unsatisfactory test results shall be grounds for rejection of work, and the cost of retesting shall be borne by the Contractor.

## **STORAGE RESPONSIBILITY**

- The Contractor is responsible for storing materials and maintaining all partly or fully completed work throughout the contract until final acceptance.
- If any materials or parts of the work are lost, damaged, or destroyed, the Contractor must repair or replace them at their own expense.
- The Contractor must maintain adequate safety measures, including:
  - Guards and barriers for protection
  - Sufficient lighting at night to prevent accidents

## **FINAL CLEANUP**

- Upon completion of the project, before acceptance and final payment, the Contractor must:
  - Remove all machinery, equipment, surplus and discarded materials, and temporary structures from the site.
  - Dispose of all materials, rubbish, and construction debris at a legal disposal site or by another approved method.
- Depositing materials on adjacent or nearby properties is not considered proper disposal.

## **4.2 PAINTING OF INFRASTRUCTURE**

### **General Requirements**

- Furnish all labor, surface preparation, coating materials, tools, rigging, lighting, ventilation, and other necessary equipment and materials.
- Ensure a complete coating system on all exterior exposed surfaces throughout the project, except as otherwise specified.

### **Coating Requirements**

- Coat existing surfaces of the 2.5-MG ground storage tank as determined by the Owner/Engineer.
- The Project Manager will work with the Contractor to select the color of the coating.

### **Work Inclusions**

- Field painting of the exposed 2.5-MG ground storage tank.
- Paint all exposed surfaces normally painted in a new project.
- If items or surfaces are not specifically mentioned or excluded, paint them to match adjacent similar materials or areas.

### **Application Standards**

- Clean, prepare, coat, and cure all surfaces in strict accordance with the Manufacturer's published recommendations and specifications.
- Perform all work using skilled personnel in a safe and productive manner, following good coating practices.

### **Color Matching**

- If the approved coating does not match existing conditions, the Contractor shall provide the Owner/Project Manager with color samples for selection.

### **PAINTING NOT INCLUDED**

The following categories of work are not included as part of the field-applied finish work or are included in other sections of these specifications:

#### **Shop Priming**

- Unless otherwise specified, shop priming of ferrous metal items is not included.

#### **Concealed Surfaces**

- Unless otherwise shown or specified, painting is not required on:
  - Walls or ceilings in concealed and generally inaccessible areas.
  - Foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts, and elevator shafts.
  - Painting of galvanized work that will be concealed in the completed work is not required.
  - Structural steel that is already encased in concrete should not be painted.
  - Structural steel specified elsewhere as not requiring painting should remain unpainted.

### **Finished Metal Surfaces**

- Painting is not required on:
- Anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished metals, unless otherwise specified.

### **Operating Parts and Labels**

- Do not paint moving parts of operating units, including:
  - Mechanical and electrical components such as electrical valve operators, linkages, sensing devices, motor and fan shafts, unless otherwise specified.
- Do not paint over any code-required labels, including
  - Underwriters' Laboratories (UL) and Factory Mutual (FM) labels.
  - Equipment identification, performance rating, name, or nomenclature plates.
  - Remove all paint, coating, or splatter inadvertently placed on these surfaces.

### **Protection Measures**

- Protect all adjacent areas, equipment, automobiles, and similar items not intended to be painted from splatter, overspray, spillage, etc.

### **Other Exclusions**

- Surfaces to receive chemical coatings are not included in this Specification.
  - Do not paint the following unless otherwise specified
  - Sprinkler heads, fire detection heads.
  - Integrally colored stucco, brick masonry, cast stone, stone masonry, or architectural precast concrete.

### **REFERENCES**

The following standards and guidelines apply to the work specified:

#### **ANSI/ASTM Standards**

- **ANSI/ASTM D16** – Definitions of terms relating to paint, varnish, lacquer, and related products.
- **ASTM D4541** – Coating Adhesion Testing.
- **ASTM D3276** – Standard Guide for Painting Inspectors (Metal Substrates).
- **ASTM B499** – Dry Film Thickness D1400.
- **ASTM B468** – Hardness.

## **Steel Structures Painting Council (SSPC)**

- Volume 1 and 2, most current versions.

## **DEFINITIONS**

- Conform to **ANSI/ASTM D16** for the interpretation of terms used in this section.

## **QUALITY ASSURANCE**

### **Qualifications for the Tank Coating Applicator**

- The Applicator performing the tank surface repair and coating shall have at least ten (10) years of experience in maintaining, re-coating, and repairing Prestressed Concrete Tanks, where applicable.
- Upon request, the Applicator shall provide references and a list of installations.

### **Supervision Requirements**

- All coatings work shall be performed under the supervision of a certified Concrete Coating Inspector (CCI), who shall:
  - Be a full-time staff member of the Specialty Concrete Repair and Rehabilitation (SCRR) Contractor.
  - Have at least 10 years of experience.
- All coatings work shall be performed by an accredited QP-8 SCRR Contractor

### **Approved Tank Coatings Applicator**

- All Coating Contractors must submit documentation of the aforementioned requirements with their bid for consideration.

### **Applicator Qualifications**

- Submit the name and experience record of the Painting Applicator. Include a list of utility or industrial installations painted responsible officials, architects, or engineers concerned with the project and the approximate contract price.
- Painting Applicators whose submissions indicate inadequate experience will not be approved.
- Furnish a statement to the Owner from the Coatings Manufacturer that materials to be used by the Contractor comply with the Manufacturer's recommendations.

### **Source Quality Control**

- Obtain all materials from the same Manufacturer, unless otherwise approved.

- Obtain materials only from Manufacturers who will:
  - Provide the services of a qualified Manufacturer's representative at the project site at the commencement of work to advise on materials, installation, and finishing techniques.
  - Certify long-term compatibility of all coatings with all substrates, both new and existing.

### **Reference Standards**

Comply with applicable provisions and recommendations of the following, except where otherwise shown or specified:

- **ANSI A13.1** – Scheme for the Identification of Piping Systems.
- **Great Lakes** - Upper Mississippi River Board of State Sanitary Engineers (Ten States Standards) – Recommended Standards for Waste Treatment Works (Latest Edition), Recommended Color Scheme for Piping.
- **Great Lakes** - Upper Mississippi River Board of State Public Health and Environmental Managers Engineers (Ten States Standards) – Recommended Standards for Water Works (Latest Edition), Painting of Water Works Piping for Public Water Supplies.
- **OSHA 1910.144** – Safety Color-Code for Marking Physical Hazards.
- **SSPC Volume 2** – Systems and Specifications, Surface Preparation Guide, and Paint Application Specifications.

### **Manufacturer's Guarantee**

- The identification signs and nameplates shall be guaranteed in writing by the Manufacturer against:
  - Color fading
  - Chipping
  - Corroding
  - Any other manufacturing defects
- The guarantee shall be for a period of ten (10) years.
- The Owner/Project Manager reserves the right to require qualification of the Product Manufacturer and Applicator, including satisfactory completion of at least two (2) projects of this nature.

### **Manufacturer's Inspection Meeting**

- After setting up painting but before commencing work, conduct a meeting at the site among representatives of:
  - Paint Manufacturer
  - Contractor
  - Painting Contractor
  - Owner/Project Manager
- The purpose of the meeting is to inspect the facility and review procedures recommended by the Manufacturer for the prevailing conditions.

## **REGULATORY REQUIREMENTS**

- Comply with all federal, state, and local health and fire regulations when handling and applying paint and coating products.

## **SUBMITTALS**

### **Manufacturer's Data**

- Submit Manufacturer's technical information, including:
  - Paint label analysis.
  - Surface preparation and application instructions for each material proposed for use.
  - Indication of surfaces to which each material is to be applied.

### **Manufacturer's Certificate**

- Submit a written certification from the Paint Manufacturer stating that materials furnished for the work meet or exceed specified requirements.

### **Painting Schedule**

- Prepare a detailed painting schedule, listing:
  - Each Painting System is to be used by Painting System Number.
  - The extent and limits of each system.
  - Colors (by name and number) were appropriate.

### **Samples**

- Submit for approval the following:

- Compliance with all other requirements is the exclusive responsibility of the Contractor.
- Provide a listing of the material and application for each coat of each finish sample.
- Paint samples for Owner/Engineer's review of color and texture only.

### **Piping and Equipment Identification**

- Submit for Owner/Engineer approval:
  - A sample of a tag proposed.
  - Manufacturer's standard color chart and letter styles.
  - Tags shall have stamped information as shown on the valve schedules.
  - Information on the type of coding system shall be provided by the Owner/Project Manager.

### **Shop Drawings**

- After the award, submit for approval the following:
  - Copies of Manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
  - Copies of Contractor's proposed protection procedures for each work area.
  - A list of each material, cross-referenced to the specific paints and finish system and application.
  - Identification of materials by Manufacturer's catalog number.
  - Copies of Manufacturer's complete color charts for each coating system.
  - Pipe Markers – Copies of Manufacturer's technical brochure, including color chart and list of standard markers.

### **Maintenance Manual**

- Upon completion of the Work, furnish copies of a detailed maintenance manual, including:
  - Product name and number.
  - Name, address, and telephone number of Manufacturer and local Distributor.
  - Detailed procedures for routine maintenance and cleaning.
  - Detailed procedures for light repairs (such as dents, scratches, and staining).

## **Certificates**

- Submit for approval the following:
  - Certificates stating that materials meet or exceed Specification requirements.
  - Certificate stating that all coatings are compatible with specified substrates, including factory or field-applied prime coats.

## **PRODUCT DELIVERY AND STORAGE**

- Deliver all materials to the job site in original, new, and unopened packages and containers bearing the Manufacturer's name and label, including the following information:  
Name or title of material.
  - Federal Specification number, if applicable.
  - Manufacturer's stock number and date of manufacture.
  - Manufacturer's name.
  - Contents by volume, including major pigment and vehicle constituents.
  - Thinning instructions.
  - Application instructions.
  - Color name and number.
- **Storage Requirements:**
  - Store paint materials, painting tools, and equipment, including solvents and cleaning materials, in a well-ventilated, dry area away from high heat.
  - Do not store materials in buildings or structures in use or under construction, nor leave them overnight therein.
  - Follow Manufacturer's recommendations for the safe storage of paints and solvents.
  - Take precautions to prevent fire hazards and spontaneous combustion.

## **SAFETY**

- Ensure all materials, equipment, personnel, procedures, and practices are in compliance with safety regulations to maintain a hazard-free working environment.
- Observe Manufacturer's health and safety precautions when:
  - Storing, handling, and applying coating materials.

- Using cleanup materials containing solvents and/or chemical ingredients.
- Direct personnel's attention to all product warnings and information given on product labels.
- **Protective Equipment:**
  - Ensure all personnel mixing and applying coating materials are equipped with adequate protective clothing and devices, including respirators.
- **Safety Measures:**
  - No smoking in the working area.
  - No items that may produce sparks or open flames in the immediate working area.
  - Post warning signs outside the work area to inform personnel of potential hazards.
  - Erect barriers where necessary.
- **Storage & Disposal:**
  - Return partially used coating materials to their original containers, tightly resealed, at the end of each workday.
  - Wipe material spills, clean containers, and return them to the designated storage area.
  - Remove waste coating materials and contaminated disposable items from the job site daily.
  - Dispose of all materials in strict accordance with local, state, and federal regulations.

## **JOB CONDITIONS**

- **Water-Based Paints:**
  - Apply only when surface and air temperatures are between 50°F and 90°F, unless otherwise permitted by the Paint Manufacturer's printed instructions.
- **Solvent-Thinned Paints:**
  - Apply only when surface and air temperatures are between 45°F and 95°F, unless otherwise permitted by the Paint Manufacturer's printed instructions.
- **Weather Conditions:**
  - The areas and surfaces are enclosed and heated within the specified temperature limits during application and drying periods.
  - Do not apply paint in rain, fog, or mist.

- Do not apply paint when relative humidity exceeds 85%.
- Do not paint damp or wet surfaces unless otherwise permitted by the Manufacturer's instructions.
- Painting may continue during inclement weather only if:
- **Windy Conditions:**
  - Exercise caution when painting in windy conditions.
  - The Contractor is responsible for all damage caused by wind-blown paint and overspray.

#### **RELATED SECTIONS**

- Section 13250 – Prestressed and Cast-in-Place Concrete Storage Tank Repair

## **PRODUCTS**

### **COLORS AND FINISHES**

- Paint colors, surface treatments, gloss, and finishes are indicated or specified in the schedules of the Contract Documents.
- Colors and gloss not indicated or specified shall match the Owner's existing color scheme.
- Final acceptance of colors will be from samples applied on-site, subject to approval by the Owner/Project Manager.

### **Paint Coordination**

- Review other sections of the specifications where prime paints are provided to ensure compatibility with the total coating system for various substrates.
- Furnish necessary information to Manufacturers, Fabricators, and Suppliers to ensure that compatible prime coats are used.
- Provide barrier coats over incompatible primers or remove and re-prime as required.

### **UNDERCOATS AND THINNERS**

- Undercoats: Provide undercoat paint produced by the same Manufacturer as the finish coats.
- Thinners: Use only Manufacturer-approved thinners within recommended limits.

### **ACCEPTABLE MANUFACTURERS**

- All coating references herein are Tnemec Co. or PPG Protective Coatings.
- All coatings in contact with potable water must appear on the current Florida Department of Environmental Protection list of approved paints and protective coatings and NSF approved for potable water.
- Furnish all coating materials by a single Manufacturer.
- Solvents, thinners, and other miscellaneous materials may be supplied by the same Manufacturer or by a Supplier approved by the Manufacturer.

### **PAINTING SYSTEMS**

- Provide a minimum dry film thickness (D.F.T.) as noted in the schedule of finishes.

- Touch-up shop-applied and field-applied prime coats wherever damaged or bare, ensuring continued protection from rust and corrosion.
- Use the same type of primer as initially applied for touch-ups.

## **SCHEDULE OF FINISHES**

### **Existing Exterior Surfaces (Previously Painted – Tnemec-based)**

#### **Exterior Metal**

- **System:** Epoxy/Polyurethane
- **Spot Primer:** Series 135 Chembuild (D.F.T.: 3.0 – 5.0 mils)
- **Tie Coat:** Series 135 Chembuild (D.F.T.: 3.0 – 5.0 mils)
- **Topcoat:** Series 73U Endura-Shield (D.F.T.: 2.0 – 3.0 mils)
- **Minimum Total D.F.T.:** 6.5 mils

#### **Exterior (Concrete, Block, and Stucco)**

- **System:** Acrylic
- **First Coat:** Series 156 Enviro-crete (D.F.T.: 4.0 – 8.0 mils)
- **Second Coat:** Series 156 Enviro-crete (D.F.T.: 4.0 – 8.0 mils)
- **Minimum Total D.F.T.:** 8.0 mils

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## **PIPING AND EQUIPMENT IDENTIFICATION**

- **Tanks, Structures, and Buildings:**
  - Colors shall match existing where possible.
  - Final color selections shall be made by the Owner/Engineer.
  - No additional costs shall be incurred by the Owner/Project Manager due to color selection.
- **Electrical Conduits and Grounding Cable:** Color to match background.

## **JOINT SEALANTS**

### **Materials**

- **General:** Manufacturers and products named herein conform to the intended quality, function, and appearance standards.

- **Compatibility:**
  - Sealants and caulks used in roofing components must be compatible with roofing materials per Manufacturer's recommendations.
  - Primer: Use as required or recommended by the sealant Manufacturer for subsurface materials.

### **Joint Fillers & Backing**

- **Joint Filler:**
  - Use round rod or closed-cell polyethylene sponge that is compatible with the sealant.
  - Use a joint filler at least 25% larger than the joint width.
- **Joint Backing:** Heavy polyethylene tape with adhesive backing.

### **ELASTOMERIC SEALANTS**

- **General:** Comply with ASTM C 920, including specified Type, Grade, Class, and Use.
- Sealants must withstand total movement as per ASTM C 719 without compromising other requirements.

#### **1. One-Part, Non-Sag Low-Modulus Urethane Sealant**

- **Specifications:**
  - Type: S
  - Grade: NS
  - Class: 25
  - Use: NT
  - Movement Capability: 50% extension and compression
- **Acceptable Manufacturers:**
  - Tremco, Inc.
  - Sika Corporation
  - Sonneborn
  - Pecora Corp.

#### **2. One-Part, Non-Sag Polysulfide Synthetic Rubber Sealant**

- **Specifications:**
  - Compliance: FS TT-S-00230C, Type II, Class A
  - Joint Movement Range: 25 - 40%
  - Service Life: 10 - 20 years
  - Ultimate Tensile Strength: 85 - 120 psi
  - Shore-A Hardness: 30 - 34 at 75°F, 50% relative humidity
  - Color: As selected by Owner/Engineer
- **Acceptable Manufacturers:**
  - Pecora Corp.
  - Tremco, Inc.
  - Sonneborn

### **3. Two-Part, Non-Sag Polysulfide Synthetic Rubber Sealant**

- **Specifications:**
  - Compliance: FS TT-S-00227 EOC, Type I, Class B
  - Joint Movement Range: 25 - 50%
  - Service Life: 10 - 20 years
  - Ultimate Tensile Strength: 120 - 770 psi
  - Shore-A Hardness: 15 - 50 at 75°F, 50% relative humidity
  - Color: As selected by Owner/Project Manager
- **Acceptable Manufacturers:**
  - Pecora Corp.
  - Grace Construction Products
  - Sonneborn
  - Tremco, Inc.
  - W.R. Meadows

### **LATEX SEALANTS**

- **Acrylic-Latex Emulsion Sealant:**
  - One-part, non-sag, mildew-resistant, colored, and paintable.
  - Compliance: ASTM C 834.

## **PART 3 - EXECUTION**

### **FIELD OBSERVATION**

- Verify that surfaces are ready to receive work as instructed by the Product Manufacturer.
- Do not paint over conditions detrimental to the formation of a durable paint bond and film.
- Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- Do not proceed with the work until unsatisfactory conditions have been corrected.
- Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.
- Provide all necessary equipment, labor, rigging, lighting, and other equipment to facilitate inspections.
- The Owner/Project Manager may inspect the Work at any time for compliance with the requirements of the Specifications.
- The Owner/Project Manager reserves the right to approve each phase of the Work before further work is done, halt all Work deemed improper or not in compliance with the specification, and require the Contractor to correct improper practices or deficient Work.
- The Contractor is responsible for any expenses incurred in association with corrective measures required because of improper practices or defective or deficient work.

### **GENERAL REQUIREMENTS**

- Provide adequate explosion-proof lighting sufficient to illuminate clearly the working area without shadows during all surface preparation and coating operations.
- Maintain adequate and continuous explosion-proof ventilation in confined areas during all surface preparation and coating operations and during all recoat and curing periods.
- Provide ventilation of sufficient capacity to maintain a clear atmosphere that is well below explosive and toxic limits.
- Arrange the ventilation system, including all fans and temporary duct work, so that no air spaces exist in any area.
- Heating devices used to create and/or maintain temperature conditions in compliance with specification requirements must be explosion proof and not exhaust sooty or oily residues or contaminants into the air.

- Heating devices are not to be used when existing temperature and humidity conditions may create dew point conditions.
- Use equipment that is explosion-proof and non-sparking. Spray equipment must be recommended by or acceptable to the Coatings Manufacturer.
- Apply caulking material only after the last coat of paint has been applied and has dried hard. Caulking material must be compatible with the specified coating system. No paint on caulking material.

## **SURFACE PREPARATION**

- **General:** Perform all preparation and cleaning procedures as specified and in strict accordance with the Paint Manufacturer's instructions for each substrate and atmospheric condition.
- Remove all the hardware, machined surfaces, plates, lighting fixtures, and similar items in place and not to be painted or provide surface protection prior to surface preparation and painting operations.
- Remove or reinstall the removed items by skilled workmen after the completion of painting.
- Clean surfaces are to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents before mechanical cleaning.
- **Ferrous Metals:**
  - Clean ferrous surfaces to be shop primed of all oil, grease, dirt, mill scale, and other foreign matter by near-white blast cleaning (SSPC-SP 10).
  - Clean submerged ferrous surfaces to be shop primed by white blasting (SSPC-SP 5).
  - Clean non-submerged ferrous surfaces that have not been shop-coated by near-white blast cleaning (SSPC-SP 10).
  - Clean submerged ferrous surfaces that have not been shop-coated or have been improperly shop coated by white blasting (SSPC-SP 5).
  - Treat bare metal with metal treatment wash coat before priming if recommended by the Paint Manufacturer.
  - Touch-up shop-applied prime coats with primer after commercial blasting (SSPC-SP 6).
- **Nonferrous Metal Surfaces:** Clean nonferrous metal surfaces according to the coating system Manufacturer's instructions.

- **Galvanized Surfaces:**
  - Clean free of oil and surface contaminants with a non-petroleum-based solvent complying with SSPC-SP 1.
  - Build an angular profile of 1.5 miles or greater before application.
  - Remove chromate treatments by sanding or other methods recommended by the Paint Manufacturer.
- **Concrete Surfaces:**
  - **Exterior:** Hydro blast exterior to remove all existing coating, chalk, dirt, dust, mildew, and other soluble contaminants by ultra-high pressure water blast cleaning (potable water) . All coating should be removed to return the tank exterior to bare concrete.

## **MATERIAL PREPARATION**

- Mix and prepare painting materials in accordance with Manufacturer's directions.
- Store materials not in use in tightly covered containers. Maintain containers used for storage, mixing, and application clean and free of foreign materials.
- Stir materials before application to produce a mixture of uniform density and stir as required during the application. Do not stir the surface film into materials. Remove film and strain if necessary.

## **APPLICATION**

- **General:**
  - Apply paint with brush or roller. Other mechanical application techniques (power roller, air spray, or airless spray) that are allowed per Manufacturer's recommendations shall only be used as approved by Owner/Project Manager.
  - Apply the first coat to surfaces that have been cleaned or pretreated.
  - Allow sufficient time between successive coatings to permit proper drying. Do not recoat until the previous coat feels firm and does not deform or feel sticky under moderate thumb pressure.
  - Limit roller applications to interior walls finish for second and third coats.
  - Use spray application only for metal framework, siding, decking, wire mesh, and other surfaces recommended by the Paint Manufacturer.
  - Apply each coat with spray equipment to provide the equivalent hiding of brush-applied coats.
  - Use brushes suited for the material being applied.

- Use rollers of carpet, velvet back, or high pile sheeps wool as recommended by the Paint Manufacturer for texture.
- The number of coats and paint film thickness are the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried.
- Apply additional coats if undercoats or other conditions show through the final coat.
- Paint edges, corners, crevices, welds, and exposed fasteners to ensure equal film thickness.
- Finish exterior doors on tops, bottoms, and side edges the same as exterior faces unless otherwise specified.
- Paint aluminum parts in contact with dissimilar materials with the appropriate primer.
- Omit field primer on shop-primed metal surfaces; touch-up only as approved by Owner/Engineer.
- Heating, Ventilating, and Electrical Work: Paint electrical items including grounding wire.
- Minimum Coating Thickness: Apply each material at no less than the Manufacturer's recommended spreading rate.
- Scheduling Painting:
  - Prime Coats: Recoat primed surfaces where holiday or unsealed areas are detected to ensure no burn-through or defects.
  - Brush Application: Brush all coats onto surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections are unacceptable.
  - Mechanical Applicators: Use mechanical methods only when permitted by governing ordinances and Paint Manufacturer and approved by Owner/Engineer.

## **PROTECTION**

- Furnish and lay drop clothes in all areas where painting work is being done.
- Protect the work of other trades from the Work of this Section and leave it undamaged.
- Provide "Wet Paint" signs and remove all temporary protective wrappings after the completion of painting operations.

## **CLEAN-UP**

- Remove discarded paint materials, rubbish, cans, and rags from the site at the end of each workday.
- Upon completion, clean all paint-spattered surfaces using proper methods to avoid scratching or damaging finishes.

- Touch-up and restore damaged or defaced painted surfaces as determined by the Owner/Engineer.

## **PAINTING AND COATING SCHEDULE**

- Painting and coating shall be in accordance with the schedule provided in Table A and Section 2.05 described herein.

## **4.3 PRESTRESSED AND CAST-IN-PLACE CONCRETE STORAGE TANK REPAIR**

### **PART 1 - GENERAL**

#### **SCOPE**

This section includes furnishing all labor, materials, equipment, and incidentals required to repair the existing pre-stressed/cast-in-place concrete ground storage tank prior to painting/coating.

The Contractor shall be responsible for the work associated with repairing all exterior cracks and deficiencies on the exterior walls of the tanks prior to commencing coating/painting activities. No additional work should be performed on these items without written approval from the Owner/Project Manager.

The Contractor shall examine and visit the proposed sites to determine for themselves the extent of the work to be performed. This includes, but is not limited to, structurally and aesthetically rehabilitating the existing concrete tanks described in the contract documents to allow for proper and functional application of paint/coatings.

#### **REFERENCES**

1. ACI 201.1R92 - Guide for Conducting a Visual Inspection of Concrete in Service
2. ACI 224.1R-93 - Causes, Evaluation, and Repair of Cracks in Concrete Structures
3. ACI 350-06 - Code Requirements for Environmental Engineering Concrete Structures
4. ACI 372R-03 - Design and Construction of Circular Wire- and Strand-Wrapped Prestressed Concrete Structures
5. AWWA D110-04 - Wire- and Strand-Wound, Circular, Prestressed Concrete Water Tanks
6. ACI 506R - Guide to Shotcrete
7. ASCE Standard 7-05 - Minimum Design Loads for Buildings and Other Structures
8. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
9. ASTM A 185 - Standard Specification for Steel Welded Wire

10. ASTM A 615 - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement
11. ACI 305R - Hot Weather Concreting
12. ACI 350 - Building Code Requirements for Environmental Engineering Concrete Structures and Commentary
13. ACI/ICRI - Concrete Repair Manual
14. ICRI 03730 - Surface Preparation for the Repair of Deteriorated Concrete
15. ICRI 03733 - Selecting and Specifying Materials for Concrete Repair
16. AWWA C652 - Disinfection of Potable Water Storage Tanks

## SUBMITTALS

- **Prequalification Data:** Provide prequalification data prior to the bid in accordance with Section 1.04.B of this specification.
- **Shop Drawings:** Provide shop drawings as applicable with a minimum size of 8.5" x 11" with a complete evaluation of the repair work that needs to be performed, including, but not limited to, critical dimensions.
- **Repair Materials Technical Data:** Submit technical information on all materials to be used in the repair or modification work, including a description of its physical properties, surface preparation requirements, and the procedures for application.
- **Mix Designs:** Submit technical data covering any concrete or shotcrete material to be provided by a third-party vendor to include proportions of each of the materials included in the mix as well as test data confirming the required strength.
- **Test Reports:** Submit any required concrete or repair mortar strength reports for 7-day and 28-day breaks taken in accordance with the requirements of Section 3.3.A.1 for all structural repairs.
- **Safety:** Submit Contractor's job-specific safety plan.

## QUALITY ASSURANCE

- **Qualifications and Experience:**
  - **Specialty Concrete Repair and Rehabilitation Contractor (SCRR) Qualifications:**  
The SCRR Contractor shall have a minimum of 10 previous and concurrent years of providing maintenance services on structures of similar sizes and types of those included

in this specification to ensure the owner that it has the organization, technical skill, quality control, reliability, and financial stability to maintain and guarantee the structures in accordance with the quality required by these specifications.

- **Prestressed Concrete Qualifications:** The SCRR Contractor shall have no less than 10 years of experience in the design, construction, maintenance, and restoration of ANSI/AWWA D110 wire-wound, circular prestressed concrete tanks constructed with a Type II core wall.
- **Licensed Design Professional Qualifications:** The SCRR Contractor shall employ a licensed design professional with no less than 5 years of experience in the design and construction of ANSI/AWWA D110 wire-wound, circular prestressed concrete tanks with Type II core walls of similar size. The licensed design professional shall be a full-time staff member of the SCRR Contractor and shall be licensed to work in the state where the work is to be completed.
- **Safety Qualifications:** The SCRR Contractor shall have a full written safety manual to include programs for the following areas of safety: Confined Space, Personal Protective Equipment (PPE), and Scaffold.

## CONTRACTOR PREQUALIFICATION

- **Company Prequalification:**

The SCRR Contractor shall provide a company profile detailing its experience with specialty concrete repair and rehabilitation.

The SCRR Contractor shall provide a copy of their current General Contractor's License for the state where the work will be performed.

The SCRR Contractor shall provide a complete record of experience showing ten previous and concurrent years of providing maintenance services on structures of similar sizes and types. The record shall include the size/type of structure, name, address, and telephone number of the Owner, and the year of construction.

The SCRR Contractor shall be able to provide letters of certification for application from the following manufacturers:

- Tnemec
- Sika
- CIM
- Euclid
- Prime Resins

- Sherwin Williams
- **Licensed Design Professional Prequalification:**  
The SCRR Contractor shall provide a copy of the LDP's license for the state where the project is to be performed.
- **Safety Prequalification:**  
The SCRR Contractor shall provide a copy of its safety manual and current certificates for all applicable training, such as Confined Space, PPE, Scaffold, etc.  
The SCRR Contractor shall provide a copy of the safety professional's OSHA 500 certification.

## **WARRANTY**

The CONTRACTOR shall warrant the work against defective materials or workmanship for a period of two (2) years from the date of completion. If any materials or workmanship prove to be defective within two (2) years, they shall be replaced or repaired by the CONTRACTOR at the CONTRACTOR's expense.

## **RULES AND REGULATIONS**

- The Standard Building Codes shall control demolition, modification, or alteration of the existing buildings or structures.
- The Contractor shall be responsible for meeting the requirements of OSHA and other agencies concerned with safety for this type of Work.
- All services shall comply with the State of Florida, Florida Administrative Code (FAC) 62-555.530.

## **SEQUENCE OF WORK**

- Any work that affects the operations of the tank shall be coordinated with the Owner/Engineer.
- Prior to any repair work being performed, and coordinated with the Owner/Engineer, the Painting Contractor shall survey the work to verify the limit of the repairs and the type of repair to be performed. These limits shall be marked at the time of this survey.

## **DAMAGE**

Promptly repair damages incurred during construction activities at no additional cost to the Owner/Engineer.

## **QUALITY CONTROL**

- **Manufacturer's Field Services:** The Material Manufacturer shall provide engineering field services to review the project and the selected material application prior to any preparation; to approve the applicator, the material used, and the procedure to be used; approving the surface preparation plan, and the application and curing procedures. The field representative shall instruct the applicator as needed to assure that handling, mixing, placing, and curing of materials are in accordance with the Specifications and Manufacturer's requirements.
- The Repair Contractor shall have experience and proficiency specific to the repair type and shall be acceptable to the Owner/Project Manager and Material Supplier. If requested, the Contractor shall submit a satisfactory experience record including references for previous application of the specified materials to concrete structures of similar design and complexity.
- The Contractor shall maintain the materials on site in a condition that will maintain their integrity and quality until time of placement. All materials will be preconditioned to the appropriate temperature and prepared in accordance with the Material Manufacturer's recommendations.

#### **DISPOSAL OF MATERIAL**

- Salvageable material shall become the property of the Owner, if the Owner requests any specific item. The Contractor shall dismantle all materials to such a size that it can be readily handled, and deliver any of this salvageable material requested by the Owner to a storage area designated by the Owner.
- Any materials that the Owner rejects shall become the Contractor's property and must be removed from the site.

#### **RELATED SECTIONS**

- Section 09900 - Painting of Infrastructure

## **PART 2 - PRODUCTS**

### **PERFORMANCE**

- Substitutions to the materials in this Specification may only be made if submitted in writing and approved by the Owner/Project Manager.
- Concrete repair and restoration products/materials shall be manufactured by the following companies:
- Euclid Chemical Company
- BASF Corporation
- Sika Corporation
- Tnemec
- Or equal.

Equivalent products from other manufacturers that regularly produce high-quality concrete and restoration products/materials, provide engineering field services, and meet the specified quality assurance requirements may be furnished subject to acceptance by the Owner/Project Manager.

### **DELIVERY, STORAGE, HANDLING & ENVIRONMENTAL REQUIREMENTS**

- Extreme care shall be exercised in transporting and delivering repair materials. Special instructions for proper field handling and installation, as required or recommended by the Manufacturer, shall be attached securely to the products and carefully followed by the Contractor or subcontractor(s).
- Any items not protected properly shall be assumed to have been damaged or contaminated and shall immediately be removed and replaced at no additional cost with the Owner/Project Manager.

### **CONCRETE REPAIR**

- **Repair of Non-structural Shrinkage Cracks:**
  - Elastomeric ter-polymer sealant to bridge and seal cracks from 1/16" to 1/4".
  - Acceptable products: Lighthouse Products VIP 5000
- **Repair of Structural Cracks:**
  - Two components, 100% solid, moisture-tolerant, low viscosity, high strength, multi-purpose, epoxy resin adhesive.
  - Crack Injection Epoxy (All Cracks): Sikadur 35 Hi-Mod LV or equal
- **Repair of Leaking Cracks:**

- Single component, low viscosity, hydrophilic MDI-based polyurethane resin.  
Acceptable products: DeNeef Sealfoam PRe
- **Construction Joints:**
  - Two components, polyurethane-based, elastomeric sealant in self-leveling and non-sag formulations for use to bridge and seal construction joints in concrete structures.
  - Adhesion enhancing primer shall be used in all submerged applications.
  - Acceptable products: Sikaflex 2c with Sikaflex 429 primer.
- **Bonding Epoxy:**
  - Three components pre-proportioned, VOC compliant, water-based epoxy modified Portland cement bonding agent, that does not form a vapor barrier and contains a migratory corrosion inhibitor for use on concrete and steel.
  - Acceptable products: Euclid Chemicals Duralprep AC, Sika Armatec 110 EpoCem, EMACO P24
- **Resurfacing Concrete Less Than 1 Inch:**
  - Trowelable horizontal resurfacing mortar for application thicknesses up to 3/8" (9.5mm). Cement-based, one-component, polymer-modified, fiber-reinforced concrete resurfacing mortar.
  - Compressive Strength minimum 4,000 psi at 28 days per ASTM C 109
  - Acceptable products: Euclid Chemical Company (The); Euco Re-Cover, Masterbuilders BASF Masteremaco 310, Sikatop 124
- **Patching Concrete Surfaces Less Than 2 Inches:**
  - Trowelable cement-based repair mortar for vertical and overhead repairs with integral polymer and microsilica with integral corrosion inhibitor.
  - Minimum 28-day compressive strength per ASTM C109: 5500 psi
  - Minimum 28-day flexural strength per ASTM C348: 1200 psi
  - Shrinkage per ASTM C157 50% RH: 0.10%
  - Acceptable products: Euclid Verticoat Supreme, Sikatop 122 Plus, MasterEmaco N425
- **Patching Concrete Surfaces Greater Than 2 Inches:**
  - Trowelable one-component or two-component polymer-modified, cementitious mortar containing a migratory corrosion inhibiting admixture and suitable for interior or exterior use.
  - Minimum compressive strength per ASTM C109 using 2-inch cubes:
    - 2,500 psi at 1 day
    - 6,000 psi at 7 days
    - 7,000 psi at 28 days
  - Minimum flexural strength per ASTM C348:
    - 650 psi at 7 days
    - 1,200 psi at 28 days

- Bonding agent shall be a repair mortar scrub coat utilizing mixed product per Manufacturer's printed installation instructions.
- The bonding agent shall be used for all trowel-applied mortars.
- Acceptable products: MasterEmaco S440 CI BASF Verticoat Supreme, Euclid Speed Crete PM Euclid, SikaTop 123 Plus Sika

## EXECUTION

### CONCRETE REPAIR

Unless otherwise specified, the Contractor shall prepare and apply all materials in strict accordance with the Manufacturer's printed installation instructions, which are hereby made part of this Specification.

- **Repair of Thin Shrinkage Cracks:**
  - Remove all loose material and dirt by mechanical means or pressure washing to open cracks.
  - Apply ter-polymer sealant over the cracks, pushing material into the crack and feathering the edges flush.
- **Repair of Larger Shrinkage Cracks (over 1/16 inch) (Non-structural):**
  - The cracks shall be enlarged using a crack chasing blade to approximately 1/4" wide by 1/4" deep.
  - The routed area should then be blown out to remove any dust or debris that may remain.
  - Seal the crack with a flexible ter-polymer sealant.
- **Repair of Shrinkage Cracks over ¼ inch:**
  - The cracks shall be enlarged using a crack chasing blade to approximately 3/8" wide by 3/8" deep.
  - The routed area should be blown out to remove any dust or debris that may remain.
  - Seal the crack with resurfacing concrete.
- **Repair of Concrete Spalls Less Than ½ Inch and Deformations:**
  - Pressure wash the area to remove all loose and deteriorated concrete.
  - Prepare the surface in accordance with the Manufacturer's recommendations, or CSP 3 minimum.
  - Apply material to the affected area, feathering edges back to the original grade so that the repair area blends with the adjoining surface.
- **Repair of Concrete Spalls Less Than 2 Inches:**
  - Remove any loose deteriorated concrete to the limits as determined in the inspection.

- Square off edges per ICRI guidelines and chip back the concrete to provide a minimum depth of ¼” at the edges.
- Ensure concrete surface is prepared in accordance with the Manufacturer’s recommendations, or CSP 4 minimum.
- Apply a surface repair using a polymer-modified non-shrink cementitious patching mortar with corrosion inhibitor and a bonding epoxy.
- **Repair of Concrete Spalls Greater Than 2 Inches:**
  - Remove any loose deteriorated concrete, chip completely behind, and expose any corroded steel (minimum of ¾” behind the bar), and chase any corroded bars until 6” minimum of clean steel is exposed.
  - Square off and chip back the concrete to provide a minimum depth of ¼”.
  - Sandblast or mechanically remove corrosion products of the exposed steel and concrete surface.
  - Apply a surface repair using a polymer-modified non-shrink cementitious patching mortar with corrosion inhibitor and a bonding epoxy as required.
- **Repair of Actively Leaking Cracks (Epoxy Injection):**
  - Use a nonflammable, hydrophilic urethane grout to stop the leakage.
  - Polyurethane injection shall be carried out using a pressure pumping procedure, through injection ports. Injection ports shall be installed in sufficient number to allow injection of the epoxy without developing high pressure, which will damage the tank wall.
  - After polyurethane has been injected, injection ports will be removed.
  - After the injection ports have been removed, the areas at the injection ports will be repaired using a two-component, cement-based patching material, modified with an acrylic polymer. The surface will be prepared in accordance with the Manufacturer’s recommendations prior to the application of the patching material.
- **Repair of Hollows and Non-Leaking Cracks within the Concrete Cross Section (Epoxy Injection):**
  - Use a two-component high modulus, low viscosity, high strength, 100% solid, epoxy resin adhesive.
  - Epoxy injection shall be carried out using a pressure pumping or gravity fill procedure, through injection ports. Injection ports shall be installed in sufficient number to allow

injection of the epoxy without developing high pressure, which will damage the tank wall.

- After epoxy has been injected, injection ports will be removed.
- After the injection ports have been removed, the areas at the injection ports will be repaired using a two-component, cement-based patching material, modified with an acrylic polymer. The surface will be prepared in accordance with the Manufacturer's recommendations prior to the application of the patching material.

**SECTION 5 - PRICE PROPOSAL / BID TABLE**

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

**Vendor Notes:** The bid table includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

**Payment & Performance Bonds:** The table includes a section for the vendor to submit pricing for Payment & Performance Bonds. If the total cumulative base proposal amount does not exceed \$200,000 and a Payment and Performance Bond is not required, please enter “0” on the “If Applicable, Cost for Payment and Performance Bond” column for each line item.

**Primary Responses:** The initial Bid Table is for the primary responses so that the vendors can submit the requested goods and/or services.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	Cleaning, Preparing, and Coating, of the City's 2.5 million gallon pre-stressed concrete water storage tank	1	Lump Sum			
2	Crack Repair Approx. 50 LF	50	LF			
<b>TOTAL</b>						

**PAYMENT & PERFORMANCE BONDS**

Line Item	Description	Unit of Measure	Percentage
1	Cost to provide a Payment & Performance Bond for the project, in the form of a percent	Percent	

## **SECTION 6 - SUBMITTAL DOCUMENTS**

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, May 6, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**

Prospective proposers interested in responding to this solicitation are requested to provide all of the applicable information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

### **1 CONFIRMATION TO BIND**

1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\*

Please confirm

\*Response required

### **2 REFERENCE # 1**

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;

- B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and
- C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

2.1 Reference Contact Information - Name of Firm, City, County or Agency\*

\*Response required

2.2 Reference Contact Information - Reference's Business Address\*

\*Response required

2.3 Reference Contact Information - Reference's Contact Name & Title\*

\*Response required

2.4 Reference Contact Information - Reference's E-mail Address\*

\*Response required

2.5 Reference Contact Information - Reference's Phone Number\*

\*Response required

2.6 Project Information - Was your firm the prime contractor for the listed project?\*

Yes

No

\*Response required

2.7 Project Information - Name of Contactor Performing the Work\*

\*Response required

2.8 Project Information - Name and location of the project\*

\*Response required

2.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for\*

\*Response required

2.10 Project Information - Project Duration\*

\*Response required

2.11 Project Information - Completion (Anticipated) Date\*

\*Response required

2.12 Project Information - Size of Project\*

\*Response required

2.13 Project Information - Cost of Project\*

\*Response required

### **3 REFERENCE # 2**

- 3.1 Reference Contact Information - Name of Firm, City, County or Agency\*  
\*Response required
- 3.2 Reference Contact Information - Reference's Business Address\*  
\*Response required
- 3.3 Reference Contact Information - Reference's Contact Name & Title\*  
\*Response required
- 3.4 Reference Contact Information - Reference's E-mail Address\*  
\*Response required
- 3.5 Reference Contact Information - Reference's Phone Number\*  
\*Response required
- 3.6 Project Information - Was your firm the prime contractor for the listed project?\*
- Yes
- No
- \*Response required
- 3.7 Project Information - Name of Contactor Performing the Work\*  
\*Response required
- 3.8 Project Information - Name and location of the project\*  
\*Response required
- 3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for\*  
\*Response required
- 3.10 Project Information - Project Duration\*  
\*Response required
- 3.11 Project Information - Completion (Anticipated) Date\*  
\*Response required
- 3.12 Project Information - Size of Project\*  
\*Response required
- 3.13 Project Information - Cost of Project\*  
\*Response required

**4 REFERENCE # 3**

- 4.1 Reference Contact Information - Name of Firm, City, County or Agency\*  
\*Response required
- 4.2 Reference Contact Information - Reference's Business Address\*  
\*Response required

4.3 Reference Contact Information - Reference's Contact Name & Title\*

\*Response required

4.4 Reference Contact Information - Reference's E-mail Address\*

\*Response required

4.5 Reference Contact Information - Reference's Phone Number\*

\*Response required

4.6 Project Information - Was your firm the prime contractor for the listed project?\*

Yes

No

\*Response required

4.7 Project Information - Name of Contactor Performing the Work\*

\*Response required

4.8 Project Information - Name and location of the project\*

\*Response required

4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for\*

\*Response required

4.10 Project Information - Project Duration\*

\*Response required

4.11 Project Information - Completion (Anticipated) Date\*

\*Response required

4.12 Project Information - Size of Project\*

\*Response required

4.13 Project Information - Cost of Project\*

\*Response required

## **5 REFERENCE # 4**

5.1 Reference Contact Information - Name of Firm, City, County or Agency

5.2 Reference Contact Information - Reference's Business Address

5.3 Reference Contact Information - Reference's Contact Name & Title

5.4 Reference Contact Information - Reference's E-mail Address

5.5 Reference Contact Information - Reference's Phone Number

5.6 Project Information - Was your firm the prime contractor for the listed project?

Yes

No

- 5.7 Project Information - Name of Contactor Performing the Work
- 5.8 Project Information - Name and location of the project
- 5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 5.10 Project Information - Project Duration
- 5.11 Project Information - Completion (Anticipated) Date
- 5.12 Project Information - Size of Project
- 5.13 Project Information - Cost of Project

**6 REFERENCE # 5**

- 6.1 Reference Contact Information - Name of Firm, City, County or Agency
- 6.2 Reference Contact Information - Reference's Business Address
- 6.3 Reference Contact Information - Reference's Contact Name & Title
- 6.4 Reference Contact Information - Reference's E-mail Address
- 6.5 Reference Contact Information - Reference's Phone Number
- 6.6 Project Information - Was your firm the prime contractor for the listed project?
  - Yes
  - No

- 6.7 Project Information - Name of Contactor Performing the Work
- 6.8 Project Information - Name and location of the project
- 6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 6.10 Project Information - Project Duration
- 6.11 Project Information - Completion (Anticipated) Date
- 6.12 Project Information - Size of Project
- 6.13 Project Information - Cost of Project

**7 PROJECT DOCUMENTS**

- 7.1 PROPOSERS BACKGROUND INFORMATION FORM\*
  - a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Proposers Background Inform...](#)

\*Response required

- 7.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)
  - a. **In the event that your total cumulative base proposal amount exceeds \$200,000,** a Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
  - b. Therefore, proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company

acceptable to CITY and authorized to write such Bond under the laws of the State of Florida.

- c. Contingency is not to be counted in the total amount the proposal security is based on.
- d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
- e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - PSUT-25-05 Exterior Stripping/Coating of Water Storage Tank**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [SPECIAL TERMS & CONDITIONS](#) of this document for additional information.

## **8 STANDARD DOCUMENTS**

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

### 8.1 NON-COLLUSIVE AFFIDAVIT\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive Affidavit.pdf](#)

\*Response required

### 8.2 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn Statement on Public E...](#)

\*Response required

### 8.3 EQUAL BENEFITS CERTIFICATION FORM\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Equal Benefits Certificatio...](#)

\*Response required

8.4 VENDOR DRUG FREE WORKPLACE CERTIFICATION\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

\*Response required

8.5 SCRUTINIZED COMPANY CERTIFICATION\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

\*Response required

8.6 E-VERIFY SYSTEM CERTIFICATION\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- c. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

- [E-Verify System Certificati...](#)

\*Response required

8.7 HUMAN TRAFFICKING AFFIDAVIT\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

\*Response required

8.8 VENDOR INFORMATION FORM\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

\*Response required

8.9 FORM W-9 (REVISED MARCH 2024)\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

- [Form W-9 \(Rev March 2024\).pdf](#)

\*Response required

**9 OPTIONAL DOCUMENTATION**

9.1 TRADE SECRETS

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A

SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

## 9.2 FINANCIAL STATEMENTS

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

## 9.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the "**Brand Names**" Section included in the [GENERAL TERMS AND CONDITIONS](#) Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

9.4 ADDITIONAL INFORMATION

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

9.5 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation.

**10 VENDOR CLASSIFICATION**

10.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?\*

- a. The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;
  2. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.
- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

Yes

No

\*Response required

When equals "Yes"

10.1.1 Please indicate your Local Vendor Status\*

Local Pembroke Pines Vendor (LPPV)

Local Broward County Vendor (LBCV)

\*Response required

When equals "Yes"

10.1.2 Local Vendor Preference Certification\*

1. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

\*Response required

When equals "Yes"

10.1.3 Local Business Tax Receipts\*

1. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

\*Response required

10.2 Is your firm a Veteran Owned Small Business (VOSB)?\*

a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

Yes

No

\*Response required

When equals "Yes"

10.2.1 Determination Letter from the United States Department of Veteran Affairs Center\*

1. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

\*Response required

10.3 Is your firm a Minority-Owned Business Enterprise (MBE)?\*

Yes

No

\*Response required

When equals "Yes"

10.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)\*

*Select all that apply*

African-American MBE

Asian-American MBE

Hispanic-American MBE

Native-American MBE

Other option not listed above

\*Response required

When equals "Yes"

10.3.2 MBE Certification Documentation\*

1. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

\*Response required

10.4 Is your firm a Woman-Owned Business Enterprise (WBE)?\*

Yes

No

\*Response required

When equals "Yes"

10.4.1 WMBE Certification Documentation\*

1. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

\*Response required

10.5 Is your firm a HubZone Business / Labor Surplus Area Firm?\*

Yes

No

\*Response required

When equals "Yes"

10.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation\*

1. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration (SBA). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.6 Is your firm a Broward County Small Business Enterprise (SBE)?\*

Yes

No

\*Response required

When equals "Yes"

10.6.1 SBE Certification Documentation\*

1. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.7 Is your firm a Broward County Business Enterprise (CBE)?\*

Yes

No

\*Response required

When equals "Yes"

10.7.1 CBE Certification Documentation\*

1. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?\*

Yes

No

\*Response required

When equals "Yes"

10.8.1 DBE Certification Documentation\*

1. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.9 Does your firm have a Vendor Classification that was not listed above?\*

Yes

No

\*Response required

When equals "Yes"

10.9.1 Other Vendor Classification Certification Documentation\*

1. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

## **SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION**

### **7.1 Qualifying & Selecting Firms**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

## **SECTION 8 - INSURANCE REQUIREMENTS**

### **8.1 General Indemnification**

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

### **8.2 Insurance Coverage**

- A. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- D. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of

the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- E. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

### **8.3 Comprehensive General Liability Insurance**

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

### **8.4 Workers' Compensation and Employers' Liability Insurance**

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- A. Workers' Compensation: Coverage A – Statutory
- B. Employers Liability: Coverage B

\$500,000 Each Accident

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

### **8.5 Comprehensive Auto Liability Insurance**

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

### **8.6 Umbrella/Excess Liability Insurance**

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

### **8.7 Professional Liability/Errors & Omissions Insurance**

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3)

years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

### **8.8 Environmental/Pollution Liability Insurance**

Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

### **8.9 Required Endorsements**

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.
- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. CONTRACTOR's policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- F. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

### **8.10 Additional Requirements**

- A. Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **SECTION 9 - GENERAL TERMS AND CONDITIONS**

### **9.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should:

- A. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work,
- B. study and carefully correlate the Proposer's observations with the Proposal Documents; and
- C. notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **9.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **9.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

### **9.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due

**Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: [support@opengov.com](mailto:support@opengov.com)
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at [purchasing@ppines.com](mailto:purchasing@ppines.com).

## **9.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

## **9.6 WARRANTIES FOR USAGE**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer’s information only and will be used for tabulation and presentation of bid.

## **9.7 BRAND NAMES**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor’s responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of

documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### **9.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

### **9.9 SAMPLES**

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

### **9.10 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **9.11 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### **9.12 PRICING**

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or proposer.

### **9.13 DELIVERY POINT**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### **9.14 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### **9.15 CONTRACT TIME**

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

### **9.16 COPYRIGHT OR PATENT RIGHTS**

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

### **9.17 ANTI-TRUST VIOLATIONS**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

### **9.18 PUBLIC ENTITY CRIMES**

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list 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 or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the

same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

### **9.19 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

### **9.20 FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

### **9.21 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **9.22 SIGNATURE REQUIRED**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **9.23 MANUFACTURER'S CERTIFICATION**

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

### **9.24 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **9.25 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- A. Open the sealed bids at a public meeting.
- B. Announce at that meeting the name of each bidder and the price submitted in the bid.
- C. Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

### **9.26 RESERVATIONS FOR REJECTION AND AWARD**

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

### **9.27 BID PROTEST**

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

### **9.28 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

**Indemnification for Design Professionals and Construction Contracts:** The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its

officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### **9.29 DEFAULT PROVISION**

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### **9.30 ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

### **9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

### **9.32 SCRUTINIZED COMPANIES LIST**

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

### **9.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes



Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.

### **9.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own

purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### **9.35 CONE OF SILENCE**

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

- A. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- B. The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted Communication:** The cone of silence shall not apply to:

- A. Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- B. Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- C. Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

### **9.36 E-VERIFY**

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- A. Definitions for this Section:

1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
2. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**B. Registration Requirement; Termination:**

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **9.37 JESSICA LUNSFORD ACT**

Background screening requirements for Contractor's performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
  1. are permitted access on school grounds when students are present,
  2. have direct contact with students or,
  3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.
  
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
  
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

### **9.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**



Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

## **SECTION 10 - SPECIAL TERMS & CONDITIONS**

### **10.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT**

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Note - Contingency is not to be counted in the total amount that the proposal security is based on.

### **10.2 PROPOSAL SECURITY REQUIREMENTS**

For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

**Scanned Proposal Security:** For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through OpenGov.

**Physical Proposal Security:** For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-25-05 Exterior Stripping/Coating of Water Storage Tank**" and sent to the:

City of Pembroke Pines,  
City Clerk's Office, 4th Floor,  
601 City Center Way,  
Pembroke Pines, Florida, 33025.

**Opportunity to Cure:** In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written

Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

### **10.3 PAYMENT AND PERFORMANCE BONDS**

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount that the payment and performance bonds are based on.

**Coverage Period:** The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

**Successful Proposer:** Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

**Minimum Requirements of Surety:** Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

**Performance Bond:** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

**Payment Bond:** The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and

save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

**Recordation of Bonds with the County:** Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

#### **10.4 OWNER'S CONTINGENCY**

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.