



# Modernization of Elevator for Pines Place Tower III

## Invitation for Bids # PSPW-20-03

<b>General Information</b>		
Project Cost Estimate	\$95,000.00	See Section 1.5
Project Timeline	120 calendar days from NTP with an estimated start date of August 2020.	See Section 1.5.1
Evaluation of Proposals	Staff	See Section 1.8
Mandatory Pre-Bid Meeting	9:00 a.m. on June 16, 2020 at the Pines Place Property Manager's office located at 8210 Florida Drive, Pembroke Pines, FL 33025.	See Section 1.9.1
Question Due Date	June 22, 2020	See Section 1.9
Proposals will be accepted until	2:00 p.m. on July 7, 2020	See Section 1.9
5% Proposal Security / Bid Bond	Required.	See Section 4.1
100% Payment and Performance Bonds	Required.	See Section 4.2
Grant or Federal Funding Information	Not Applicable	Not Applicable

**THE CITY OF PEMBROKE PINES**  
**PURCHASING DIVISION**  
**8300 SOUTH PALM DRIVE**  
**PEMBROKE PINES, FLORIDA 33025**  
**(954) 518-9020**



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ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer’s Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract - **Construction Agreement**
- Attachment F: References Form
- Attachment G: Standard Release of Lien Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

#### **IFB # PSPW-20-03 Modernization of Elevator for Pines Place Tower III**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the [www.BidSync.com](http://www.BidSync.com) website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

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

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, July 7, 2020.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for Elevator Modernization for Pines Place Tower III, in accordance with the terms, conditions, and specifications contained in this solicitation. Elevator Modernization, as applied to this contract, refers to improvement of the overall operation of the equipment, through the pre-planned and pre-scheduled replacement or addition of apparatus not previously installed. Unless specifically identified as “Reuse”, “Retain,” or “Refurbish,” provide new equipment.



### **1.2.1 PROJECT LOCATION**

Pines Place Residences Tower III  
8203 S. Palm Drive  
Pembroke Pines, FL 33025

## **1.3 SCOPE OF WORK**

### **A. ELEVATOR UPGRADES**

Elevators will receive the following upgrades:

- 1) Micro-Processor Based Controller
- 2) Submersible Hydraulic Power Unit
- 3) Hydraulic Jack
- 4) Hydraulic Jack Casing
- 5) Rupture Valve
- 6) Electronic Starter
- 7) Hydraulic Oil Line, Supports and Connections
- 8) Gate Valves
- 9) Traveling Cables
- 10) Hoistway Wiring
- 11) Wiring and Connections
- 12) Raceways, Ducts, Piping, Conduit, Junction Boxes
- 13) Hoistway Landing Systems
- 14) Terminal Landing Switches
- 15) Terminal Slowdown Hoistway Doors
- 16) Hoistway Door Interlocks
- 17) Hoistway Door Headers
- 18) Hoistway Door Tracks
- 19) Hoistway Door Retainers
- 20) Hoistway Door Hangers
- 21) Hoistway Door Pick-up Roller Assemblies and Rollers
- 22) Hoistway Door Closers
- 23) Hoistway Door Gibbs and Fire Gibbs
- 24) Hoistway Door Jams
- 25) Entrance Jamb Braille
- 26) Car Door Car Door
- 27) Car Door Operator
- 28) Car Door Sill
- 29) Car Door Hangers
- 30) Car Door Track
- 31) Car Door Clutch
- 32) Car Door Gibbs





- 33) Car Door Gate Switch
- 34) Car Door Proximity Edge
- 35) Car Operating Panel (C.O.P.)
- 36) Car Digital Position Indicators with Directional Arrows
- 37) In Car Intercom or Telephone Communication & Monitoring Device
- 38) Passing Gongs or Chimes
- 39) Hall Stations
- 40) Lobby LED Digital Position Indicators with Directional Arrows
- 41) Car Sling
- 42) Car Guides
- 43) Car Rails
- 44) Rail Brackets
- 45) Fish Plates
- 46) Pit Channels
- 47) Car Spring Buffers
- 48) Pit Ladder
- 49) Cab Shell
- 50) New Cab
- 51) Platform
- 52) Dome
- 53) Handrail
- 54) Drop Ceiling
- 55) Cab Lighting
- 56) Transom & Front Return
- 57) Car Flooring
- 58) Escape Hatch
- 59) Car Top Safety Railing
- 60) Inspection Station
- 61) Car Top Work Light, Pendant Light and Duplex Outlet
- 62) Car Top Stop Switch
- 63) Car Top Exhaust Fan
- 64) Escape Hatch Stop Switch
- 65) Car Rails
- 66) Rail Brackets
- 67) Fish Plates
- 68) Pit Channels
- 69) Car Spring Buffers
- 70) Hoistway Access Switches Top & Bottom
- 71) Alarm Bell and Backup Battery
- 72) Emergency Lighting
- 73) Code Data Plate
- 74) Cross Head Data Plate
- 75) Signage
- 76) Pit Stop Switch



- 77) Pit Ladder
- 78) Pit Flood Switch and Alarm
- 79) Sump Pump
- 80) Pit Oil Monitoring System
- 81) Wall Pads and Wall Studs

**B. EXISTING EQUIPMENT INFORMATION**

**Name & Address:**

Pines Place Housing Facility  
8203 S. Palm Drive  
Pembroke Pines, Fl. 33025

**Elevator #2 Passenger**

1)	Type of Service:	<b>Simplex</b>
2)	Serial #:	07-00337
3)	Capacity:	<b>2500 lb.</b>
4)	Landings:	<b>125 F.P.M.</b>
5)	Controller:	Schindler 330A
6)	Installation Year:	2006
7)	Code:	A17.1b-1989
8)	Hydraulic Jack:	Dover Geared Traction
9)	Plunger	Twin Post Inverted Telescopic
10)	Plunger Outer Diameter	4.260
11)	Plunger Wall Thickness	0.165
12)	Motor:	200 Volts 52 Amps 3450 RPM 25 Horsepower
13)	Openings:	5-Openings
14)	Entrance Size:	42" x 84"
15)	Entrance Type:	Left Opening
16)	Door Operator Type:	Schindler Fermator
17)	Door Equipment Type:	Left Opening
18)	Bufers:	Spring Buffers

**C. EXISTING EQUIPMENT STATUS**

1)	Micro-Processor Based Controller:	Provide New
2)	Submersible Hydraulic Power Unit:	Provide New
3)	Hydraulic Jack:	Provide New
4)	Hydraulic Jack Casing:	Provide New
5)	Rupture Valve:	Provide New



6)	Electronic Starter:	Provide New
7)	Hydraulic Oil Line, Supports and Connections:	Provide New
8)	Gate Valves:	Provide New
9)	Traveling Cable:	Provide New
10)	Hoistway Wiring:	Provide New
11)	Wiring and Connections:	Provide New
12)	Raceways, Ducts, Piping:	Provide New
13)	Conduit, Junction Boxes:	Provide New
14)	Hoistway Landing System:	Provide New
15)	Terminal Landing Switches	Provide New
16)	Terminal Slow Down:	Provide New
17)	Hoistway Doors:	Provide New
18)	Hoistway Door Interlocks:	Provide New
19)	Hoistway Door Headers:	Provide New
20)	Hoistway Door Tracks	Provide New
21)	Hoistway Door Retainers:	Provide New
22)	Hoistway Door Hangers:	Provide New
23)	Hoistway Door Pick-up:	Provide New
24)	Hoistway Door Closers:	Provide New
25)	Hoistway Door Gibbs and Fire Gibbs:	Provide New
26)	Hoistway Door Frames:	Retain
27)	Hoistway Sills:	Retain
28)	Hoistway Door Jams:	Retain/Refurbish
29)	Entrance Jamb Braille:	Provide New
30)	Car Door:	Provide New
31)	Car Door Operator:	Provide New
32)	Car Door Sill:	Provide New
33)	Car Door Hangers:	Provide New
34)	Car Door Tracks	Provide New
35)	Car Door Clutch:	Provide New
36)	Car Door Gibbs:	Provide New
37)	Car Door Gate Switch:	Provide New
38)	Car Door Proximity Edge:	Provide New
39)	Car Door Restrictor:	Provide New
40)	Car Guides:	Provide New
41)	Car Rails:	Provide New
42)	Rail Brackets:	Provide New
43)	Fish Plates	Provide New
44)	Pit Channels	Provide New
45)	Car Spring Buffer:	Provide New
46)	Pit Ladder:	Provide New
47)	Signal Fixtures:	See below



	<ul style="list-style-type: none"> <li>a. Cat Operating Panels (C.O.P.)</li> <li>b. Car Position Indicator</li> <li>c. Lobby Position Indicators</li> <li>d. Hall Push Button Stations</li> <li>e. Car Directional Arrows with Gongs</li> <li>f. Two-Way Communication</li> <li>g. Passing Gongs</li> <li>h. Alarm Bell and Backup Battery</li> <li>i. Emergency Lighting</li> </ul>	<ul style="list-style-type: none"> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> </ul>
48)	Hoistway Access Switches Top and Bottom:	Provide New
49)	Car Top Work Light and Duplex Outlet:	Provide New
50)	Car Top Stop Switch:	Provide New
51)	Car Top Exhaust Fan:	Provide New
52)	Escape Hatch Stop Switch:	Provide New
53)	Pit Stop Switch:	Provide New
54)	Fire Service Signs:	Provide New
55)	Signage:	Provide New
56)	Braille:	Provide New
57)	Code Data Plate:	Provide New
58)	Cross Head Data Plate:	Provide New
59)	Car Sling:	Provide New
60)	Cab: <ul style="list-style-type: none"> <li>a. Cab Shell</li> <li>b. Dome</li> <li>c. Handrail</li> <li>d. Drop Ceiling</li> <li>e. Cab Lighting</li> <li>f. Transom &amp; Front Return</li> <li>g. Car Flooring</li> <li>h. Escape Hatch</li> <li>i. Car Top Railing</li> </ul>	<ul style="list-style-type: none"> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> <li>Provide New</li> </ul>

**D. NEW EQUIPMENT DESCRIPTION**

**D.1 Controller Features:**

- 1) Field Programmable Options
- 2) Regenerative Capabilities
- 3) Car Call Registry
- 4) Hall Call Registry
- 5) Selective Collective Operation
- 6) Automatic Door Operation
- 7) Field Adjustable Door Times



- 8) Out of Service Timer
- 9) Door Open and Close Protective Timers
- 10) Nudging
- 11) Anti-nuisance
- 12) Car Call Reversal Canceling
- 13) Programmable Parking
- 14) Fireman Service Phase I & II
- 15) Programmable Fire Code Options / Fire Floors (Main, Alternates)
- 16) Programmable Motor Limit Timer
- 17) External Velocity Control Input
- 18) Redundancy Error and Fault Checks
- 19) Independent Service Operation
- 20) Uncancelled Call Bypass
- 21) Microprocessor Watchdog Timer
- 22) Emergency Power
- 23) Out of Service Timer
- 24) Hall Call Failure Time
- 25) Actual Time Clock/Calendar with Battery Back Up

**D.1.1 Controller General Specifications:**

**1) Code Compliance**

The elevator controller shall use a microprocessor base logic system and shall comply with all applicable elevator and electrical safety codes. Following is a partial list of codes with which the controls must comply.

**For Florida:**

ANSI/ASME 17.1, 17.2 and 17.3

ANSI/ ASME-A17.5

National Electric Code (NEC)

Chapter 399 and 553 Florida Statutes

Chapter 61 C-5 Florida Elevator Administrative Code

Americans with Disabilities Act

Florida Building Code

NFPA National Fire Protection Code

**2) ADA Requirements**

The elevator controllers shall comply with Title III of the Americans with Disabilities Act (ADA).

- **Leveling Accuracy** - The controller shall have a self-leveling feature that shall automatically bring the car to floor landings within a



tolerance of 0.5" (12.7 111m) or better under all loading conditions up to the rated load.

- **Hall Lanterns** - The controller shall have outputs to achieve the visible and audible signals that are required at each hoistway entrance to indicate which elevator car is answering a call. Audible signals shall sound once for up, twice for down.
- **Car Position Indicators** - The controller shall have a position indicator output to drive the required position indicator which shall indicate the corresponding floor numbers as the car passes or stops at a floor. An audible signal shall sound as the position indicator changes floors.

3) **Environmental Considerations**

- **Ambient temperature:** 32F degrees to 104F degrees (0C degrees to 40C degrees). Higher temperature range compatibility is available.
- **Humidity:** non-condensing up to 95%
- **Altitude:** Up to 7500 feet (2286 m)

4) **Diagnostics**

- The control system shall provide comprehensive means of accessing the computer memory for elevator diagnostic purposes. It shall have permanent indicators for important elevator status conditions as an integral part of the controller.

5) **Intended Operation of Critical Components**

- Failure of any single magnetically operated switch, contactor, or relay to release in the intended manner; the failure of any static control device, speed measuring circuit, or speed pattern generating circuit to operate as intended; the occurrence of a single accidental ground or short circuit shall not permit the car to start or run if any hoistway door or gate interlock is unlocked or if any hoistway door or car door or gate contact is not in the made position. Furthermore, while on car top inspection or hoistway access operation, failure of any single magnetically operated switch, contactor or relay to release in the intended manner, failure of any static control device to operate as intended or the occurrence of a single accidental ground, shall not permit the car to move even with the hoistway door locks and car door contacts in the closed or made position.



**6) Status Indicators**

- Dedicated permanent status indicators shall be provided on the controller to indicate when the safety string is closed, when the door locks are made, when the elevator is operating at high speed, when the elevator is on independent service, when the elevator is on Inspection/Access, when the elevator is on fire service, when the elevator out of service timer has elapsed, and when the elevator has failed to successfully complete its intended movement. A means shall be provided to display other special or error conditions detected by the microprocessor.

**7) Out of Service Timer**

- An out of service timer (T.O.S.) shall be provided to take the car out of service if the car is delayed in leaving the landing while calls exist in the system.

**8) Door Operation**

- \*Door protection timers shall be provided for both the opening and closing directions, which will protect the door motor and will help prevent the car from getting stuck at a landing. The door open protection timer shall cease attempting to open the door after a predetermined time in the event that the doors are prevented from reaching the open position.
- In the event that the door-closing attempt fails to make up the door locks after a predetermined time, the door close protection timer shall reopen the doors for a short time. If, after a predetermined number of attempts the doors cannot successfully be closed, the doors shall be opened, and the car removed from service.
- A minimum of four different door standing open times shall be provided. A car call time value shall be predominating when only a car call is canceled. A hall call time value shall predominate whenever a hall call is canceled. In the event of a door reopen caused by the safety edge, photo eye, etc., a separate short door time value shall predominate. A separate door standing open time shall be available for lobby return.
- \*If the doors are prevented from closing for longer than a predetermined time, door-nudging operation shall cause the doors to



move at slow speed in the closed direction. A buzzer shall sound during the nudging operation.

**9) Car and Hall Call Registration**

- Car and hall call registration and lamp acknowledgment shall be by means of a single wire per call, in addition to the ground and the power bus. Systems that register the call with one wire, and light the call acknowledgment lamp with a separate wire can be handled using relays.

**10) Fire Service Operation**

- Fire Phase I emergency recall operation, alternate level Phase I emergency recall operation and Phase II emergency in-car operation shall be provided according to applicable local codes.

**11) Independent Service**

- Independent service operation shall be provided in such a way that actuation of a key switch in the car operating panel will cancel any existing car calls, and hold the doors open at the landing. The car will then respond only to car calls. Car and hoistway doors will only close with constant pressure on a car call push-button or door close button. While on independent service, hall arrival lanterns or jamb mounted arrival lanterns shall be inoperative.

**12) Leveling**

- The car shall be equipped with two-way leveling to automatically bring the car level at any landing, within the required range of leveling accuracy, with any load up to full load.

**13) Test Switch**

- A controller test switch shall be provided. In the test position, this switch shall allow independent operation of the elevator with the door open function deactivated for purposes of adjusting or testing the elevator. The elevator shall not respond to hall calls and shall not interfere with any other car in a duplex or group installation.

**14) Relay Panel Inspection**

- A relay panel inspection switch and an up/down switch shall be provided in the controller to place the elevator on inspection operation





and allow the user to move the car. Activation of the car top inspection switch shall render the relay panel inspection switch inoperative.

**15) Un-canceled Call Bypass**

- A timer shall be provided to limit the amount of time a car is held at a floor due to a defective hall call or car call, including stuck pushbuttons. Call demand at another floor shall cause the car, after a pre-determined time, to ignore the defective call and continue to provide service in the building.

**16) Anti-nuisance**

- The controller shall cancel all remaining car calls, if a user-determined number of car calls are answered without the computer detecting a change in the photo eye input (indicating that no one is exiting the car).

**17) On-board Diagnostics**

- The microprocessor boards shall be equipped with on-board diagnostics for ease of troubleshooting and field programmability of specific control variables. Field changes shall be stored permanently, using non-volatile memory. The microprocessor board shall provide the features listed below:
  - On-board diagnostic switches and an alphanumeric display to provide user-friendly interaction between the mechanic and the controller.
  - An on-board real time clock shall display the time and date and be adjustable by means of on-board switches.

**18) Selective Collective Operation**

- Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel and in the order the floors are reached.
- Do not reverse car direction until all car calls have been answered, or until all hall calls ahead of car and corresponding to the direction of car travel have been answered.
- Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall



call. Cancel car calls in the same manner. Hold car at arrival floor an adjustable time interval to allow passenger transfer.

- Answer calls corresponding to direction in which car is traveling unless call in the opposite direction is highest (or lowest) call registered.
- Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.

#### **D.1.2 Controller Specifics:**

- A non-proprietary microcomputer-based control system shall be provided to perform all of the functions of safe elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime. The dispatching system must contain variable bonus and penalty parameters, which will compensate for demand changes.
- The controller shall use a variable voltage, variable frequency drive to control three-phase AC induction motors. The drive shall use a three-phase, full-wave bridge rectifier and capacitor bank to provide a DC voltage bus for the solid-state inverter. The drive shall use power semiconductor devices and pulse width modulation with a carrier frequency of not less than 2 kHz to synthesize the three-phase, variable voltage, and variable frequency output to operate the hoist motor in an essentially synchronous mode. The drive shall have the capability of being adjusted or programmed to achieve the required motor voltage, current and frequency to properly match the characteristics of the AC elevator hoist motor. The drive shall not create excessive audible noise in the elevator motor. The drive shall be a heavy-duty type, capable of delivering sufficient current to accelerate the elevator to contract speed with rated load. The drive shall provide speed regulation appropriate to the motor type. A means shall be provided for removing regenerated power from the drive DC power supply during dynamic braking. This power shall be dissipated in a resistor bank which is an integral part of the controller. Failure of the system to remove the



regenerated power shall cause drive output to be removed from the hoist motor.

- A contactor shall be used to disconnect the hoist motor from the output of the drive unit each time the elevator stops. This contactor shall be monitored. The elevator shall not start again if the contactor has not returned to the de-energized position when the elevator stops. All power feed lines to the brake shall be opened by an electro-mechanical switch.
- A single ground, short circuit or solid-state control failure shall not prevent application of the brake.
- The controller shall provide stepless acceleration and deceleration and smooth operation at all speeds. The controls shall be arranged to continuously monitor the performance of the elevator so that, if car speed exceeds 150 fpm during access, inspection, or leveling, the car shall shut down immediately, requiring a reset operation. The controller shall include absolute floor encoding which, upon power up, shall move the car to the closest floor to identify the position of the elevator. With absolute floor encoding it is not necessary to travel to a terminal to establish floor position. The controller shall have an RFI Filter to reduce EMI and RFI noise.
- Prevent continuous running of the pump motor.

## **D.2 Submersible Pumping/Power Unit:**

- 1) Submersible Power Unit shall be designed with the directly connected pump and motor submerged in the oil reservoir. Standard arrangement is with the valve and muffler mounted in the tank above the maximum oil level, designed to provide convenient access for valve adjustment. The inclusion of the pump and motor in the oil helps to dampen noise generated during operation.
- 2) The tank shall be constructed with a 12 Ga. steel body and ends (legs), a removable 16 Ga. steel cover, and is designed with a "V" bottom to increase surface area for improved heat dissipation. A means for checking oil level shall be provided. The pump and motor mounting brackets shall fasten above the oil to allow for easy serviceability and are secured by means of isolation mounts to limit transmission of mechanically generated noise and vibration.



- Mounting feet, with holes to allow for securing to the floor, are shall be provided, and isolation pads for installing under the unit, shall be included. A junction box and fittings will be included to provide arrangement for wiring and connecting motor and valve leads.
- 3) The pumps shall be industry standard, positive displacement, and low slip, three screw design, arranged for direct connection to the motor. The pump will be fitted with a built-in strainer on the suction end, which is removable for cleaning.
  - 4) Motors will be 3600 RPM, specially designed to operate submerged in oil. Three phase motors will include leads for Across-the-Line, Wye-Delta, or Solid State starting. Motors will include a built-in heat detector and contact that can be wired to the controller to shut the unit down in case of overheating.
  - 5) **Working Pressure:** Submersible units shall be 800 PSI max
  - 6) Units will be designed and constructed in accordance with applicable requirements of ASME A17.1.
  - 7) **Valves:** The valve will offer both Temperature Compensation over its entire operational temperature range (80 to 150 degrees F) as well as Pressure Compensation which maintains Constant Down Speed between no load and full load conditions
  - 8) **Electrical:** Operation shall be available on 208-240/440-480/575-600 V / 3PH / 60 HZ.
  - 9) **Muffler/Silencer** will be included with each unit
  - 10) **Recommended Operating Fluid:** Use a good brand of grade 32 turbine oil with a viscosity of 150 SSU @ 100 degrees F (38 C). A minus pour point is recommended. A synthetic fluid may be acceptable if it meets the same specifications.
  - 11) All units are factory painted with one prime spray coat of air-dry enamel.

### **D.3 Electronic Motor Starter:**

Motor starter shall be contactor-less with dynamic stall protection that guarantees motor will start under cold oil conditions. It shall have UL/CSA/CE Electrical Data and offer motor protection with:

- Class 5 Electronic Overload
- Phase Loss Detection
- Phase Reversal Detection
- Eliminate the high inrush currents
- Reduce voltage dips



#### **D.4 Oil Line, Gate Valves, Connections and Supports:**

- Provide a new schedule-80 hydraulic oil line. Code approved hydraulic gate valves shall be installed in the machine room and in the elevator pit. Only threaded pipe is allowed, and the proper joint sealing compound used per manufacturers recommendation. Hydraulic oil lines shall be painted black with rust preventing paint after the piping has been inspected by Authority having Jurisdiction (AHJ) state certified elevator inspector. Properly mark sections of the oil line that are exposed exterior to the machine and hoistway with code approved labeling. Provide proper oil line isolation when oil lines penetrate walls or when using hangers or straps.
- A new hydraulic rupture valve shall be installed and shall be adjustable to stop the elevator in the event of an over speed condition resulting in an abnormally high rate of flow between the hydraulic valve and the power unit. The hydraulic rupture valve shall be installed to manufacturers recommendations and be compliant with A17.1-2013.

#### **D.5 Hydraulic Jack and Cylinder Casing:**

##### **D.5.1 Hydraulic Jack:**

- The existing hydraulic jacks shall be removed, and a new underground hydraulic jack will be installed with a PVC liner to protect against electrolysis. The jack will have a vision tube installed for inspection. The hydraulic jack shall be set square, level, plumb and true, without twisting, bending or misalignment. The piston shall be centered, squared, plum and true to the car platform platen plate and connected to the car as required by the manufacture. No bolster plates shall be installed. The cylinder packing shall retain oil from the exposed part of the hydraulic jack when the system is in use, idle or pressurized. Provide drain line for the jack cylinder head reservoir. Provide a five-gallon plastic pit can collect oil.

##### **D.5.2 Cylinder Casing:**

- A new cylinder casing shall be installed. A section of the existing concrete pit floor will be cut to allow for the installation of the jack



casing and hydraulic jack. Both the casing and jack will be set square, plumb and true, without twisting bending or misalignment.

**D.6 Landings System Specifications:**

- The hoistway landing system shall be designed to provide the controller with precise information as to the absolute position of the car in the hoistway. With the car at a landing, the landing system shall indicate to the controller the actual floor number, so that no movement to terminal landings or specific terminal shall be necessary to establish car location within the building.
- The system will allow hoistway sand directional slowdown and limit switches to exist virtually in software to speed the installation process. Learned floor positions and access limit distances shall be adjustable from the machine room.

**D.7 Terminal Limiting Switches Specifications:**

- The number of switches required, based on the speed of the car, shall be determined by the manufacturer.

**D.8 Hoistway Access Switches Specifications:**

- The switch shall be installed at top and bottom terminal landings, either in the hoistway entrance frame or in the hall station riser.
- The switch shall be of the continuous-pressure, spring return type, and shall be operated by a cylinder type lock with the key removable only when the switch is in the off position. The lock shall not be operable by any key which will operate locks or devices used for other purposes in the building except where locks are provided in the car top emergency exit covers the key may also unlock the exit cover. The key shall be available to and used only by elevator inspectors, maintenance men, and repairmen.
- The operation of the switch at either access landing shall permit, and may initiate and maintain, movement of the car with the hoistway door at this landing; and with the car door or gate not in the closed position. The movement of the car initiated and maintained by the upper access



switch shall be limited in the down direction to a travel not greater than the height of the car crosshead above the car platform, and limited in the up direction to the distance the platform guard extends below the car platform as permitted by latest applicable edition of ASME A17.1.

- The operation of the switch shall not render ineffective the hoistway door interlock at any other landing. The car cannot be operated at a speed greater than 150.

#### **D.9 Hoistway Door Equipment:**

- 1) **Hoistway Doors:** Existing hoistway doors will be replaced, with 302/301 stainless steel with a #4 finish. Hoistway doors shall be set square, level, plumb and true, without twisting or misalignment within 1/8". Doors shall be hung level and in true alignment with the door frames and shall not rub on any surfaces, slam, jerk or vibrate while opening and closing.
- 2) **Hoistway Door Headers:** Provide new hoistway door headers.
- 3) **Interlock Device:** Provide new U.L. approved hoistway interlocks. Interlocks shall be grounded per N.E.C. requirements and properly wired per manufactures specifications.
- 4) **Door Pin Roller Assemblies:** New pick-up roller assemblies will be installed. If adapter plates are to be installed on the hoistway doors, a proper fastening method to secure pick-up roller assemblies will be used.
- 5) **Hoistway Door Tracks:** Provide new galvanized hoistway door tracks.
- 6) **Door Hangers:** Provide new hoistway door hanger rollers and oilers.
- 7) **Hoistway Door Gibbs and Fire Gibbs:** Properly mount and install at least two (2) door gibbs and one (1) fire gibb on per hoistway door.
- 8) **Door Closers:** Properly mount and install hoistway door closers. Closers shall have the proper tension to meet current ASME A17.1 standard.
- 9) **Door Astragal:** Provide new jamb astragals. Astragals are to be mounted along the length of the door. For center opening on both doors. Secure bumpers in a permanent manner.



- 10) **Hoistway Door Jams:** Hoistway door jambs will be reclassified with 302/301 stainless steel with a #4 finish. Jambs shall be set square, level, plumb and true, without twisting or misalignment within 1/8".
- 11) **Braille:** All entrance jambs will include a set of floors identifying braille, positioned at ADA required heights. The egress floor braille will include the necessary star marking.

#### **D.10 Car Door Equipment:**

- 1) **Door Operator:** Provide a new closed loop door operator. The operators should be of the D.C. closed-loop type motor to open and close the car and hoistway simultaneously. The operator must be capable of opening doors at no less than 2 1/2 F.P.S. and restrict the closing of the doors in compliance with ASME AI 7.1 regarding closing force and kinetic energy limitations.
  - ***Operator shall include the following features:***
    - Heavy-duty sprocket, chain, belt, and sheaves.
    - Closed loop regulated speed performance.
    - Adjustable door obstruction reversal.
    - Optical cams with LED indicators.
    - Test switches for open, close, nudging and speed zone set up.
    - Universal inputs for open, close, and nudging.
- 2) **Car Door:** Existing car door will be replaced, with 302/301 stainless steel with a #4 finish. Car door shall be set square, level, plumb and true, without twisting or misalignment within 1/8". Door shall be hung level and in true alignment with the door frames and shall not rub on any surfaces, slam, jerk or vibrate while opening and closing.
- 3) **Car Door Gate:** Provide a new gate switch. All adjustments to be per code requirements. Elevator cannot operate unless doors are 1/2" from closed.
- 4) **Door Zone Restrictions:** Provide door opening restrictor devices to prevent the doors from opening beyond the zone required by code.
- 5) **Car Door Clutch:** Provide a new car door clutch to properly couple the car door to the hoistway doors. The clutch shall allow the hoistway door pin rollers and clutch to separate at floor level when needed.
- 6) **Car Door Track:** Provide new galvanized car door header and track.





- 7) **Door Hangers:** Provide new car door hanger rollers and oilers.
- 8) **Car Door Gibbs and Fire Gibbs:** Properly mount and install at least two (2) door gibbs and one (1) fire gibbon on the car door.
- 9) **Electronic Door Edges:** A solid-state electronic detector designed to operate as described below shall be provided at the entrance of the elevator car. After a stop is made, the door shall remain open for an adjustable time interval. Registration of a car call may precipitate instantaneous closing. As long as the electronic detector senses the presence of a passenger or object in the door opening, the doors will remain open. If door movement is obstructed for a predetermined time, a buzzer will sound, and the doors will close at a reduced speed and torque.
  - Car top control unit
  - Wiring
  - All necessary mounting hardware
- 10) **Door Astragal:** Provide new jamb astragals. Astragals are to be mounted along the length of the door. For center opening on both doors. Secure bumpers in a permanent manner.

#### **D.11 Car Operating Panel (C.O.P.):**

C.O.P. With brushed #4 stainless steel face shall be mounted on the existing cab front wall. The new panel shall cover the existing car station cut out. The panel face shall be engraved or embossed then black filled with No Smoking/international symbol, car identifying number, state serial number, ADA required braille and capacity. The bidder shall not label the C.O.P. with their company name. The panel shall be mounted so as not to allow the operating controls to extend above 54" from the cab floor and 35" for the alarm bell.

- 1) **Phase II Emergency In-Car Operation** shall be behind a lockable door and shall be arranged and operate on the C.O.P. in accordance with ASME A17.1. Uniform Elevator Keys are required for all new and existing elevator installed in buildings of six stories or more in height. Uniform elevator keys provide emergency access to responding fire service personnel in the event of an emergency within the building. Each uniform elevator key is unique for each seven of Florida's Emergency Response regions.
- 2) **Car Buttons:** Tamper resistant buttons with 1" diameter metal button and a 1 3/8" metal halo will be used. The button shall have a stainless-steel finish. Button shall indicate a registered hall call with L.E.D. jewel illumination.



Car call buttons, alarm button, door close, and open button shall be identified by symbols required by A.D.A and Florida handicapped standards.

- 3) **Key Switches:** Key switches mounted in a lockable cabinet to include operation of Independent Service, Hoistway Access, Inspection Access, Emergency Stop, Car Lights, Emergency Light Test Switch and Fan. A lockout key switch for the basement floor will be included. Cabinet key shall be the same key used for Independent Service. A minimum of three sets of keys for each key switch will be supplied to the Management at Pines Place.
- 4) **Battery Powered Emergency Car Lights:** Battery powered emergency car lights shall be installed which will automatically turn on and operate if normal car lighting power fails. The lighting device shall be installed in the car enclosure to provide an intensity of illumination 40 above the floor of the car and approximately 1' in front of the car-operating device of not less than 0.2-foot candles. The battery power shall be able to sustain the above referenced illumination for a period of not less than 4 hours. This feature shall be incorporated in the Main Car Operating Panel.
- 5) **Emergency Alarm Bell:** Emergency alarm bells shall be connected to a plainly marked illuminated pushbutton in the car-operating panel and to the battery-operated emergency car light device.
- 6) **A.D.A. Hands Free Car Telephone:** A two-way communication device shall be provided. If the device is connected to the building power supply, it shall automatically transfer to an emergency power supply within ten seconds (10) when the normal power supply is interrupted or fails. The emergency power supply must be capable of operating the communication system for a minimum of four (4) hours. The communication device shall be incorporated in the car-operating panel. It shall be a hands-free type, which automatically connects to the front desk when activated by the car communication push button. This button shall illuminate indicating the communication system.
- 7) **Digital L.E.D. Position Indicator** with travel arrow.
- 8) **Passing Floor Tone:** Passing gongs or chimes are to be installed. The tone or chime shall be designed to meet all code requirements and must be compatible with the new controller manufactures equipment. The tone or chimes shall be installed to allow a proper level of volume to penetrate the elevator cab.
- 9) **Provide a Nudging Buzzer**



- 10) **Firefighters' telephone jack** with approved mounting.
- 11) **Provide a lockable cabinet** with a clear window for mounting the Certificate of Operation.
- 12) **Wiring:** Provide all new as necessary to allow for the specified upgrades. Wire nuts are not acceptable. Permanent connectors are to be used.

**D.12 Hall Stations General:**

- Hall stations shall be surface mounted fixtures with a 60-degree panned edge and one-piece construction. The faceplate material finish shall be #4 stainless steel. Each hall station shall include a digital position indicator. Each hall station will include an engraved "In Case of Fire" sign conforming to ASME A17.1 code. Three sets of hall station risers will be required per floor. All necessary braille will be included in the hall station.
- Detailed shop drawings of the hall station along with available metal finishes will be provided for approval before ordering. If drilling, cutting or removal of existing lobby appurtenances is required, the elevator contractor must clarify in writing. Any necessary patch work will be completed by the contractor and approved by purchaser upon completion of work. All hall stations must be installed in accordance with requirements of Florida Building Code and ADA requirements.
- Tamper resistant 1" diameter metal buttons and a 1 3/8" metal halo will be used. The button shall have a stainless-steel finish. Button shall indicate a registered hall call with L.E.D. jewel illumination.
  - Top Terminal Hall Station: Provide one top terminal station with one illuminated push button.
  - Intermediate Hall Stations: Intermediate terminal stations with two illuminating push buttons, one for the up direction and one for the down direction. Provide one hall station on each intermediate landing.
  - Main Egress Floor Hall Station: The Main Egress Floor hall station shall include the Phase I firefighter's emergency operation service key switch, engraved/embossed instructions and the



required visual signal at the designated landing. Fire Service instructions as required by latest applicable edition of ASME A.17.1 shall be engraved in the main floor hall station panel.

- A phone line monitoring indicator that will include a lighted and audible signal when the phone line fails. It shall have a reset function that allows the audible signal to be silenced and resets automatically when phone line is restored.

#### **D.13 Top of Car Equipment:**

- 1) **Car Top Inspection Station:** An operating fixture shall be provided on top of the car containing continuous pressure "UP", "DOWN" and ENABLE buttons, an emergency stop button, and an inspection/automatic toggle switch. This toggle switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable. The operating fixture will include a duplex GFCI outlet, a car top light with protective guard and a toggle switch for the light.
- 2) **Car Guides:** Car guides shall be replaced with on the top and bottom of the car frame to engage the guide rails.
- 3) **Exhaust Fan:** A heavy duty two speed high CFM squirrel cage fan shall be provided, on the car top, with stainless steel grille inside the car and stainless-steel housing on the car top. A minimum of three sets of keys for each key switch will be supplied to the management at Pines Place Housing Facility.
- 4) **Escape Hatch:** Car top escape panels shall have switch assemblies including all wiring to install proper safety circuit as required by ASME A17.1. The top emergency exit cover shall open outward and shall be hinged or securely attached with a chain when in both the open and closed positions. If a chain is used, it shall be not more than 300 mm (12 in.) in length. The exit cover shall only be openable from the top of the car, where it shall be openable without the use of special tools.
- 5) **Safety Railing:** Provide a new car top safety railing as required by code
- 6) **Refuge Area:** A refuge area conforming to ASME AI7.1 code will be identified on the car top.

#### **D.14 Pit Equipment:**



- 1) **Pit Stop Switches:** A new pit stop switch will be installed in accordance with ASME A17.1 code 2.2.6. A secondary stop switch will be installed if necessary if the pit depth exceeds 67 inches.
- 2) **Pit Channels:** Existing pit channels will be removed and replaced with new galvanized pit channels. Pit channels will be manufactured and installed to meet all code requirements. Only new fasteners will be used and sized correctly. All fasteners will be of the appropriate hardness. If welding is required, all welds will be performed by a certified welder. Proper welding processes will be executed.
- 3) **Car Spring Buffers and Stands:** Existing car buffers will be removed and replaced with new spring buffer and stands. Buffer stands will be manufactured and installed to meet all code requirements. Only new fasteners will be used and sized correctly. All fasteners will be of the appropriate hardness. If welding is required, all welds will be performed by a certified welder. Proper welding processes will be executed.
- 4) **Pit Ladder:** Provide a new car top safety railing as required by code.
- 5) **Pit Flood Switch:** A pit flood switch shall be installed to monitor high levels of water in the elevator pit. If activated the pit flood switch shall move the car to the alternate landing and sound an audible alarm as required by code. The elevator will not return to automatic operation until the pit flood switch has deactivated by the normal means.

#### **D.15 Traveling Cables:**

- Provide all new travel cables necessary to operate all required elevator functions. The conductors shall be of the proper size required by code. Traveling cables shall terminate at numbered terminal blocks in car and machine room. Provide two shielded pair and a Co-Axial cable in traveling cable to operate all equipment. Future requirements may need Co-Axle wiring. Install Kellem Grips on both ends of the traveling cable as specified by the manufacture. Provide electrical tape around the end of the Kellem Grip.

#### **D.16 Wiring and Connections:**

- All existing elevator hoistway & car top wiring shall be replaced with new wiring. Existing rigid conduit, flexible conduit and ducts shall



be reused providing it follows all current National Electrical code specifications.

- All conductors shall be individually marked.
- All connections shall be secured by terminal blocks. Splices are not permitted.
- All connectors shall be copper no aluminum will be accepted.
- A minimum of 10% spares required.
- Properly identify all spares at terminal points.

#### **D.17 Car Rails:**

- **Car Rails, Fish Plates and Rail Brackets:** Existing car rails, fish plates and rail brackets will be replaced with new equipment. Only new fasteners will be used and sized correctly. All fasteners will be of the appropriate hardness. If welding is required, all welds will be performed by a certified welder. Proper welding processes will be executed.

#### **D.18 Car Sling:**

- Provide a new sling, cross head, stiles and brace rods.

#### **D.19 Elevator Cab:**

- 1) **Cab Shell and Dome:** The new cab shell and dome shall be made of galvanized steel.
- 2) **Interior Panels:** Shall be constructed with 5WL rigidized stainless-steel design pattern will be used. Panels shall have clips or be interlocking.
- 3) **Handrail:** The handrail shall be rectangular flat bar stainless steel design 2"(h) x 1/2"(w) x 78" (1) with returned ends. Install on back wall according to ADA requirements.
- 4) **Drop Ceiling, Cab Lighting and Ventilation:** A modular down light ceiling shall be installed consisting of fire-resistant plywood panels with an exterior surface of laminated satin finished stainless steel. The ceiling shall have a concealed frame hanging no more than 7" below the canopy and a nominal space of 1-1/2" between the edge of the ceiling and the wall. Ceiling panels with centered MR16 LED GU10 bulb with flood panel lens and down light fixtures shall be used. A minimum of 5 fc. shall be maintained inside



the cab. The ceiling panels shall be removable to allow easy access to the top emergency exit. The emergency exit shall not be obstructed by cab lighting fixtures and electrical conduits. Ventilation slots will be installed at the base of the cab to allow the sufficient flow of air as required by ASME A17.1 code.

- 5) **Transom and Front Return:** The elevator transom and front return shall be clad with 20-gauge stainless steel metal.
- 6) **Car Flooring:** The elevator cab flooring shall be made of non-slip material. Floor coverings, and its adhesive shall have a critical radiant flux of not less than 0.45 W/cm<sup>2</sup>. Car flooring shall be vinyl/rubber flooring. Underlayment shall be made of marine grade plywood.
- 7) **Elevator Car Platform:** A new car platform will be installed. The platform will be constructed to comply with ASME A17.1 code. The platform shall maintain the proper NFPA fire rating. Provide two strike plates to centrally align with each car spring buffer.
- 8) **Wall Pads and Wall Studs:**
  - Wall studs will be installed directly into the elevator interior wall allowing standard eyelet to hook over it. The studs will have a stainless-steel finish.
  - Wall pads shall be flame retardant. Elevator pads will cover the entire perimeter of the cab walls. A cut out shall be provided for access to the car station. Pads will not overlap or obstruct the normal operation of the elevator. Elevator pads will hang from the eyelets and not rub against the floor. The outer fabric shall be made of vinyl. The pads are to be quilted with a thick cotton fiber which provides the highest shock absorption. Rugged thread shall be used throughout. Each stitch shall be knotted for better wear. Pads shall be of the same material on both sides for uniform appearance. Elevator pads shall be reversible.

#### **D.20 Firefighters Operation Signs (Engraved On Fixtures):**

- New firefighter operation signs shall be provided. Phase I operation to be engraved at lobby level. Signs shall have the necessary information to recall elevator. Phase II operation signs to be engraved



in elevators fire service box, behind the lockable door. Signs shall have the necessary information to operate the elevator on Phase II operation. All signs shall be manufactured and installed in accordance with ASME A17.1.

#### **D.21 Code Data Plates and Test Tags:**

- 1) **Code and Data Plate:** A data plate that indicates the code and edition in effect at the time of all alterations shall be provided. The data plate shall also specify the Code and edition in effect at the time of any alteration. The data plate will be attached to the controller cover.
- 2) **Capacity Plate:** The capacity plate shall be in a conspicuous position inside the car. The data plate shall be located on the car crosshead. The capacity plate shall conform to ASME A17.1.
- 3) **Crosshead Data Plate:** The data plate shall be located on the car cross head. The data plate shall conform to ASME A17.1.
- 4) **Car Door Operator Data Plate:** A data plate conforming to ASME A17.1 shall be attached to the power door operator or to the car cross head and shall comply with all ASME A17.1.

#### **E. CAR PERFORMANCE CRITERIA**

- 1) **Car Speed:** Car speed will be maintained within  $\pm 3.0$  % of contract speed independent of the loading conditions of the elevator.
- 2) **Car Capacity:** Controlled stop and hold of 125% of the rated load.
- 3) **Car Stopping Accuracy:** Car must stop within  $\pm .025$ " from floor level under any loading conditions.
- 4) **Door Opening Times:** From fully closed to fully open, 2.3 seconds.
- 5) **Door Closing Times:** From fully open to fully closed, 3.0 seconds. Door closing time is not to exceed the kinetic energy requirements of ASME A17.1 code.

#### **F. CLEANING, LUBRICATING AND PAINTING**

Under no circumstances shall any product label, data plate and seal be painted over.





- 1) **Car Tops & Car Fronts:**
  - a. Clean and paint all car tops and crosshead steel after all work in the hoistway has been completed.
  - b. Clean and lubricate car top exhaust fans.
  - c. Clean and lube all door equipment.
  - d. Remove all dust and debris from behind car door sills.
  - e. Stencil elevator number and serial number on car top.
  
- 2) **Dust Covers & Fascia's:**
  - a. Replace all missing dust covers. Clean and paint all hoistway fascia's and dust covers with black paint.
  
- 3) **Car Rails:**
  - a. Clean and paint all rails with black paint.
  
- 4) **Hoistway Doors:**
  - a. Hoistway doors will be painted with black paint. Floor numbers will be stenciled at the top and bottom of each hoistway door. Do not paint over any product labels
  
- 5) **Hoistway Cleaning:**
  - a. Clean down entire hoistway to include but not limited to rails, brackets, sills, doors, and door tracks.
  
- 6) **Machine Room:**
  - a. Clean and paint entire machine room floor and remove loose paint. The management at Pines Place Residences requires all machine rooms to be painted Sherman Williams Parch and Floor Enamel "Deck Grey" color.
  - b. Remove dirt, grease and grime form all elevator equipment.
  - c. Stencil serial number on controller, traction machine, main line and cab light disconnects.
  - d. Provide "DANGER SIGN" on machine room door.
  
- 7) **Ledges, Headers:**
  - a. Rails, ledges, fascia, headers and sills shall be thoroughly cleaned. Rail bracket attachments and other hoistway equipment should be checked, tightened, re-aligned, and adjusted as needed.
  
- 8) **Pit Equipment:**
  - a. Paint all pit channels and buffer supports



**9) Cleaning Procedures:**

- a. Provide a detailed cleaning procedure for the solvents, detergents, and cleaners for the cab interior panels, car station, hall stations, flooring, door frames, doors, and transom.

**G. ACCEPTABLE MANUFACTURERS**

**1) Controllers:**

- a. Motion Control

**2) Submersible Power Unit**

- a. ECCO

**3) Hydraulic Jack**

- a. ECCO

**4) Fixtures**

- a. Innovation

**5) Car and Hoistway Door Equipment**

- a. G.A.L.

**H. FIRE ALARM REQUIREMENTS**

In order to pass inspection, you must ensure that the following devices are present and functional as required by code. Fire initiation devices required to function with Phase I fireman's service may be currently present or may require the reconfiguration, programming, addition or replacement.

**1) A code compliant fire alarm system.**

- a. A fire detection device(s) (either smoke or heat detector) outside each elevator landing floor.
- b. A fire detection device (smoke detector) in the elevator machine room.
- c. A fire detection device (heat detector) in the elevator pit. New code requirement if no sprinklers in pit. Shall recall elevator to alternate landing.
- d. If sprinkler heads are present either in the machine room, elevator pit or top of shaft, heat detectors within eighteen inches (18") of any sprinkler head shall initiate a shunt trip device that will remove power to the elevators prior to sprinkler activation. If sprinkler heads in the pit are below eighteen inches (18") in the elevator pit no heat detectors are required in this area.



- e. Smoke dampers shall be provided in the event the HVAC system used for supplying temperature and humidity control for the machine room is feed from a source that supplies HVAC to other areas externally from the machine room. The initiation device(s) in the machine room, including duct detectors will cause the smoke dampeners to close off and isolate the supply of HVAC and its return.

**2) Minimum of 3 zones of fire detection**

- a. One relay with normally open contacts for Main Fire Egress Floor
- b. One relay with normally open contacts for Alternate Fire Egress Floor
- c. One relay with normally open contacts for Fire Hat/Machine Room Smoke Detector
- d. In the event the elevators are equipped with emergency or stand-by power the alternate source of power will not activate if a shunt trip device has initiated.

**3) Supply piping and fire alarm wiring**

- 4) Please contact your fire alarm vendor to discuss this and other scope that they may need to ensure that your fire panel and current codes taken into consideration.

**I. ELECTRICAL REQUIREMENTS**

- 1) Provide a new code compliant heavy duty mainline disconnect. This must have a dedicated ground and meet the voltage requirements of the elevator equipment. The disconnect must be a listed device and all accessories specified. Electrical disconnects shall be lockable in the open position and properly located within sight of the elevator devices as outlined in NFPA 70 Rule 620. The disconnect shall be properly fused (RK-5) and have the appropriate listed rejection clips. If internal switches are required for monitoring loss of power, the switches shall be a listed component of the disconnect. Advisory: the preferred location for electrical disconnects is near the jamb side of the machine room door to be readily accessible to qualified personnel. All electrical clearances shall be provided and maintained in front of the controller and disconnect always. Advisory: It is interpreted that machine room doors that swing into the electrical clearance area endanger worker safety and are prohibited and they shall meet the provisions of NFPA 70 Rule 620-5.
- 2) Provide a new code compliant cab light disconnect with over-current protection. It shall be single pole single throw. This must have a dedicated ground. The disconnect must be a listed device and all accessories specified.



A lockable disconnect with over-current protection shall be in the machine room serving the car lighting per NFPA 70 Rule 620-22 and 620-53.

- 3) Provide sufficient machine room lighting (19ftc), it must be code compliant and have protective covers. Machine rooms shall be properly lighted, so the electrical control devices and machinery are well illuminated. Provide vapor proof fixtures. The light switch shall be in the machine room and shall be placed near the machine room door jamb per ASME A17.1. The required lighting shall not be connected to the load side of a GFCI per NFPA 70 Rule 620.
- 4) A new duplex 20-amp GFCI outlet located in the machine room. Only GFCI outlets are allowed in the machine room. Receptacles in the machine room and machinery spaces shall have GFCI- type receptacles or a GFCI-type circuit breaker per NFPA 70 Rule 620. Warning signs shall be posted when there is power from more than one source per NFPA 70 Rule 620.
- 5) Provide new code compliant vapor proof pit lighting fixtures. Lighting must be maintained at 10 ftc around the entire pit floor. The light switch must be accessible from the first-floor opening. The electrical piping to the light switch and the switch itself shall not run behind the pit access ladder. The light switch shall be located near each stop switch. Light fixtures shall be NEMA-4 and guarded per ASME A17.1. Electrical conduits located four feet (4') above the pit floor shall be waterproof including all connections and enclosures.
- 6) A new duplex 20-amp GFCI outlet located in each pit. The electrical piping to the outlet and to the outlet shall not run behind the pit access ladder.
- 7) A non-GFCI outlet shall be installed four feet above pit floor level for the use of a sump pump. The outlet shall be in line with the sump pump.
- 8) Pipe and pull a cat-5 cable from the phone room to the elevator machine room. The cat-5 cable will be used to provide a means of two-way communication for the elevator phone system.
- 9) All electrical conduits shall be properly secured and routed in a workmanlike manner. See NFPA 70 Rule 620.
- 10) Any foreign pipe or equipment in the machine room must be either removed or enclosed with 2 hr. fire rating wall.
- 11) A lighted walking path shall be provided to access the machine rooms.



**J. MACHINE ROOM STRUCTURAL REQUIREMENTS**

- 1) Holes around piping and structure penetrations in the machine room are to be properly filled to maintain a fire rated enclosure and fire stopped per NFPA 70 300-21.
- 2) Machine room door must be self-locking and self-closing and swing outwardly. A threshold must be installed for the machine room door. Provide the proper machine room danger signage on the exterior face of the machine room door.

**K. HOISTWAY ENCLOSURE STRUCTURAL REQUIREMENTS**

- 1) All holes in the hoistway enclosure shall be filled to maintain the fire rating of the hoistway. Entrance frames installed in drywall or masonry hoistways must be properly interfaced to maintain the required fire rating per FBC Section 3002.

**L. PLUMBING REQUIREMENTS**

- 1) Provide a new elevator sump pump. The pump shall be able to have an hourly flow rating of 3000 gal. /hr. The Florida Building Code Plumbing section requires that the discharge line is not to be directly connected to the sanitary system but may be connected to the storm water system. A check valve is to be installed in the sump discharge line. The drain line shall be non-combustible and 2 hr. The sump hole shall be guarded with a grated steel cover installed flush with the pit floor. The pit floor shall be level and gently sloped towards the sump hole. No water accumulation will be allowed. The sump pump shall have an oil detection system to stop the discharge of water in the event it has been contaminated by oil. The controls for the oil detection system shall not be installed inside the hoistway, elevator pit or machine room.

**M. AIR CONDITIONING / HVAC REQUIREMENTS**

- 1) Machine rooms shall be provided with mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the equipment. The temperature and humidity range shall be permanently posted in the machine room per ASME A17.1-1. Smoke dampers shall be provided in the event the HVAC system used for supplying temperature and humidity control for the machine room is feed from a source that supplies HVAC to other areas externally from the machine room. The initiation device(s) in the



machine room, including duct detectors will cause the smoke dampeners to close off and isolate the supply of HVAC and its return.

## **N. MISCELLANEOUS REQUIREMENTS**

- 1) An “ABC” type fire extinguisher shall be located in the room per ASME A17.1. The extinguisher should be sized for the room dimensions. A minimum 10-pound extinguisher is recommended and hung near the door jamb.

## **1.4 GENERAL INFORMATION**

### **1.4.1 POST AWARD SUBMITTALS**

- 1) Provide submittals as requested including all materials, sub-contractors and suppliers for review and approval by the City prior to ordering.

### **1.4.2 PERMITS AND LICENSING**

- 1) Elevator contractor shall have a valid registered elevator company license, registered with the Florida Department of Business and Professional Regulation.
- 2) Elevator contractor and his/her employees shall have a valid elevator certificate of competency while working on site.
- 3) All permits relating to the elevator modernization shall be posted on the job site.

### **1.4.3 DIAGRAMS AND DRAWINGS**

- 1) All permitable construction drawings shall be provided by the bidder. Only Florida certified licensed professional shall be used. All designers working on this project shall seal and approve documents and drawings. The bidder shall provide these records to the Purchaser upon request.
- 2) The services outlined in the scope of work related to this procurement include the requirement for the awarded contractor to provide Permit Drawings, however the contractor will be required to provide the shop Drawings from the manufacturer of the Elevator for approval by the city.
- 3) The contractor shall furnish, if not present, as-built wiring diagrams provided by the manufacturer, and two sets of the latest updated wiring diagrams designated by the manufacturer specifically for the job being bid and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on



them. Two sets of wiring diagrams must be furnished for the elevator; one (1) set may be a copy if it is clear, legible, complete, and of the same size as those furnished by the manufacturer. The vendor must show proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of the same within 60 days. One is for the machine room and shall be placed in a weatherproof jacket. The remaining set is for the Purchaser archive files. Vendors not adhering to the above specifications will be considered in default of the contract.

- 4) If job conditions require variations or adjustments to the wiring diagram, the contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. In addition, the contractor shall notify the Project Manager of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of Purchaser and will always be left in the machine room.
- 5) Vendor shall also provide the three (3) sets of shop drawings of the Car Fixtures for approval by the Owner.

#### **1.4.4 CAR/HOISTWAY FIXTURES AND MAIN FIRE STATUS PANEL**

Car/Hoistway fixtures and Main Fire Status Panel drawings shall clearly indicate the following:

- 1) Project Name
- 2) Drawing Name
- 3) Drawing Number
- 4) Drawing Date
- 5) Customer Name
- 6) Specified Voltages
- 7) Specified Finishes
- 8) Architectural Layout
- 9) Car Operating Panel model, dimensions, color scheme and layout detail
- 10) Hall Stations model, dimensions and color scheme and layout detail
- 11) Main Fire Status Panel model, dimensions and color scheme and layout detail
- 12) Push Button model, dimensions and color scheme and layout detail
- 13) Fire Service Phase II layout, code edition and detailed layout detail
- 14) Audible device layout detail, including telephones, passing gongs, floor chimes directional indicators
- 15) Position Indicator model, dimensions and color scheme and layout detail
- 16) Directional Indicator model, dimensions and color scheme and layout detail
- 17) Service Key Switches model, dimensions and layout detail
- 18) Emergency Power Indicator, and Jewel model, dimensions and layout detail



- 19) Detail all markings, including all items that are to be etched, embossed, or engraved
- 20) Location, detail and dimensions of certificate frames
- 21) Serial Number and car number identification
- 22) Capacity Plate identification

#### **1.4.5 PARTS LIST AND INVENTORY**

- 1) The successful Bidder shall supply Purchaser with a minimum of four (4) comprehensive repairs and parts manuals which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by Purchaser in conjunction with this bid solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until manuals are received by Purchaser.

#### **1.4.6 COORDINATION OF CONTRACTOR AND SUB-CONTRACTORS**

- 1) Additional information to include work hours, parts/labor warranties (including copies as part of submittals requested), shutdowns/testing process, inspections process and fees, and Contractor to provide schedule for approval prior to commencing work.

#### **1.4.7 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

- 1) The equipment being offered by components which are required the vendor shall be the most recent model available. Any optional in accordance with the contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE and ASME standards and recommended practices. The design, materials, and workmanship associated with efforts performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

#### **1.4.8 ACCIDENT PREVENTION**

- 1) Precautions shall always be exercised for the protection of persons and property. All Contractors and Sub- Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall





be borne solely by the contractor responsible for same. Barricades shall be provided by the bidder/contractor when work is performed in areas traversed by persons, or when deemed necessary by the Project Manager.

#### **1.4.9 FURNISH AND SET IN PLACE REQUIREMENTS, AS APPLICABLE**

- 1) The successful bidder shall be required to furnish the materials or products identified in these bid specifications as well as to set in place or install materials or products at the facility designated by the Project Manager. The successful bidder shall also be required to provide adequate training to facilities personnel on the appropriate use of the materials or products if necessary.

#### **1.4.10 CLEAN-UP AND PATCHING**

- 1) All unusable materials and debris shall be removed by the contractor on premises. At completion, the successful bidder shall thoroughly clean up all areas where work has been involved. Patching of all masonry surfaces and drywall surfaces as required by the elevator installation work will be the responsibility of the contractor and shall be completed with the appropriate fire rating as required by code.

#### **1.4.11 CONSULTANTS FINAL REVIEW AND REQUIREMENTS**

- 1) Review procedure shall apply for individual elevators, portions of groups of elevators and completed groups of elevators accepted on an interim basis or elevators and groups of elevators completed, accepted, placed in operation.
- 2) Provider shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Providers' tests are complete and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
- 3) Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant five (5) working days in advance when ready for final review of elevator or group of elevators.
- 4) Consultant's written list of observed deficiencies of materials, equipment and operating systems will be submitted to Provider for corrective action. Consultant's review shall include as a minimum:
  - a. Workmanship and equipment compliance with Contract Documents.
  - b. Performance of following is satisfactory:
    - i. Door operation and closing force
    - ii. Performance of door control devices



- c. Test Results: In all test conditions, obtain specified contract speed and performance times to satisfaction of Purchaser and Consultant. Tests shall be conducted under both no load and full load condition.

#### **1.4.12 PERFORMANCE GUARANTEE**

- 1) Should Consultant's review identify defects, poor workmanship, variance or noncompliance with requirements of specified Codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Provider shall complete corrective work in an expedient manner to satisfaction of Purchaser and Consultant at no cost as follows:
  - a. Replace equipment that does not meet Code or Contract Document requirements.
  - b. Perform work and furnish labor, materials and equipment necessary to meet specified operation and performance.
  - c. Perform retesting required by Governing Code Authority, Purchaser and Consultant.
- 2) A follow-up final contract compliance review shall be performed by Consultant after notification by Provider that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Provider considers complete. If additional reviews are required due to Providers gross non-compliance with initial and follow-up deficiency reports, consultant shall bill Provider at normal billing rates plus expenses, and Provider acknowledges it will pay for additional compliance reviews.

#### **1.4.13 USE OF PREMISES**

- a. Contractor shall limit their use on the premises for work and storage, and to allow for Owner's Occupancy.
- b. If necessary, the contractor shall provide a secure, dry storage container at their expense, to be placed on-site in a secure space provided by City, for storage of all tools and material.
- c. Contractor shall coordinate use of premises under direction of owner representative, assume full responsibility for protection and safe keeping of products under this contract stored on site, and move any stored products under Contractor's control which interfere with operations of the Owners or separate contractor.

#### **1.4.14 WARRANTIES**

- a. In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the



labor, materials and/or equipment by City. This Warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

- b. The bidder shall be responsible for promptly correcting any deficiency, at no cost to City, within two (2) calendar days after City notifies the bidder of such deficiency in writing. If the bidder fails to satisfy the warranty within the period specified in the notice, City may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by City for this work or items; either through a credit memorandum or through invoicing.
- c. The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to City by the vendor are found to be defective or do not conform to specifications, City reserves the right to: (1) cancel the order and return such materials to the Bidder or (2) require the Bidder to replace the materials at Bidder's expense.

## **1.5 PROJECT COST ESTIMATE & TIMELINE**

Staff estimates this project to cost approximately \$95,000.00, which does not include permit costs.

Please note the City will include a Permit Allowance for this project, **therefore proposers should not include permit costs in their total proposal price.**

### **1.5.1 PROJECT TIMELINE**

The Work will be substantially completed within 120 consecutive calendar days from the date that Notice to Proceed (NTP) is issued. Within the 120 consecutive day Contract Time period, Elevator #2 SN: 07-00337 shall be out of service no longer than 5 consecutive calendar days. The CONTRACTOR shall submit all shop drawings and submittals, complete any necessary designs, achieve approval thereof, secure permits, and procure all equipment within 20 calendar days after NTP is issued. The CONTRACTOR shall then complete the installation and or replacement of all components and elements of the work in no longer than 100 consecutive calendar days. Commencement of all work by Contractor and all Sub-Contractors will be coordinated and to include workdays and hours, with the Management Pines Place Facilities staff. Any interruption such as shutdowns, testing process, inspections process, will require the Contractor to provide schedule for approval prior to commencing work. In no event shall the total Contract Time exceed 120 consecutive calendar days, nor the elevator be out of service longer



than 5 consecutive calendar days unless approved in writing by the City’s Project Manager.

**1.5.2 LIQUIDATED DAMAGES**

Exceeding either the 120-day period or 5-day period, stated in the section above, shall result in liquidated damages of \$500.00 per day being assessed by the City.

In the event of delay to the project for which Contractor is responsible, Contractor shall pay liquidated damages to the City at a rate of \$500.00 per calendar day. Such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by the City and in no way can be construed as a penalty.

**1.5.3 PERMITS**

The City anticipates this project to require the following permits:

<b>Permit</b>	<b>Agency</b>	<b>Cost (or related method of calculation)</b>
Building	City of Pembroke Pines Building Department (Calvin, Giordano & Associates, Inc.)	1. Construction costs up to \$2,500 (Per structure per trade) = \$97.17 2. Construction costs greater than \$2,500 up to \$1,000,000 = 2.96%
County Elevator	Broward County Building Code Services Division	2% of Construction costs

**1.5.4 PERMIT ALLOWANCE**

The City shall include a “Permit Allowance” for this project. The Contractor shall obtain all required permits to complete the work, however the City shall utilize the Permit Allowance to reimburse the contractor for the related permit, license, impact or inspection fees. Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The City shall determine the amount of the allowance at time of award. The allowance may be based on a specified percent of the proposed project amount and shall be 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. Any Permit Allowance funds that have not been utilized at the end of the project will remain with the City, if the City Permit fees exceed the allowance indicated, the City will



reimburse the contractor the actual amount of City Permit Fees required for project completion.

## **1.6 PROPOSAL REQUIREMENTS**

The [www.bidsync.com](http://www.bidsync.com) website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

### **1.6.1 Attachment A: Contact Information Form**

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync 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.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

### **1.6.2 Attachment B: Non-Collusive Affidavit**

### **1.6.3 Attachment C: Proposer's Qualifications Statement**

### **1.6.4 Attachment F: References Form**



- a. Complete **Attachment F: References Form**, preferably where the team was the same. Contractor shall provide proof of experience in jobs of similar size and complexity to the one outlined in this solicitation and provide references for such. Contractor shall have a minimum of 10 years in business doing elevator modernizations and similar work. 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.

#### **1.6.5 License from Florida's Department of Business and Professional Regulation**

- a. Elevator contractor shall have a valid registered elevator company license, registered with the Florida Department of Business and Professional Regulation.

#### **1.6.6 Proposal Security (Bid Bond Form or Cashier's Check)**

- a. Each 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, in an amount not less than five percent (5%) of the amount of the base Proposal price.
- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync.
- d. 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.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-20-03 Modernization of Elevator for Pines Place Tower III**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- f. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this IFB for additional information.



## **1.7 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS**

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**

These forms will be found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

### **1.7.1 Vendor Information Form**

#### **1.7.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

#### **1.7.3 Sworn Statement on Public Entity Crimes Form**

#### **1.7.4 Local Vendor Preference Certification**

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors’ qualifications.



**1.7.5 Local Business Tax Receipts**

**1.7.6 Veteran Owned Small Business Preference Certification**

- a. 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).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

**1.7.7 Equal Benefits Certification Form**

**1.7.8 Vendor Drug-Free Workplace Certification Form**

**1.7.9 Scrutinized Company Certification**

**1.8 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- 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 contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

**1.9 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>June 9, 2020</b>
Mandatory Pre-Bid Meeting	<b>9:00 a.m. on June 16, 2020</b>
Question Due Date	<b>June 22, 2020</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>June 30, 2020</b>
Proposals will be accepted until	<b>2:00 p.m. on July 7, 2020</b>
Proposals will be opened at	<b>2:30 p.m. on July 7, 2020</b>
Evaluation of Proposals by Staff	<b>July</b>
Recommendation of Contractor to City Commission award	<b>August 5, 2020</b>
Issuance of Notice to Proceed	<b>August 2020</b>
Project Commencement	<b>Not later than 10 days after NTP</b>
Project Completion	<b>120 days after NTP</b>





### **1.9.1 MANDATORY PRE-BID MEETING / SITE VISIT**

There will be a mandatory scheduled pre-bid meeting on **June 16, 2020 at 9:00 a.m.** Meeting location will be at the Pines Place Property Manager's office located at 8210 Florida Drive, Pembroke Pines, FL 33025.

**All vendors will be required to sign in at the meeting to show proof of attendance to the mandatory meeting. It is the vendor's responsibility to make sure that they sign in at the meeting.**

Due to the COVID-19 Pandemic, the City will be following the CDC's recommended guidelines that will be in place during the time of the site visit, including any applicable social distancing requirements. Attendees are also asked to follow any of the CDC's recommended guidelines that will be in place at the time, which may also include wearing face coverings.

### **1.10 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) **on or before 2:00 p.m. on July 7, 2020.**

Please note vendors should be registered on BidSync 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.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-20-03 Modernization of Elevator**"



**for Pines Place Tower III**” and sent to the City of Pembroke Pines, City Clerk’s Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



## **SECTION 2 - INSURANCE REQUIREMENTS**

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.



2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓  2.6.1 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:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. 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.**

Yes No

✓  2.6.2 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:

1. Workers’ Compensation: Coverage A – Statutory
2. 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.

Yes No

✓  2.6.3 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:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. 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.

Yes No

2.6.3.1 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

Yes No

✓  2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** 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.**

Yes No

✓  2.6.5 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.)*

Yes No

✘

2.6.6 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.**

Yes No

✘

2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**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.**

Yes No

✘

2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is



physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

- x** 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. 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 of 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.**

Yes No

- x** 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the 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.**

Yes No

- x** 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. 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 of 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.)*

**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.**

Yes No

- x** 2.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other



perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

## 2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 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.

2.8 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.

2.9 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.





2.10 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 3 - GENERAL TERMS & CONDITIONS**

**3.1 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.

**3.2 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.

**3.3 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). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

**3.4 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 be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync 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 they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

**3.5 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.

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

### **3.6 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 bidders information only and will be used for tabulation and presentation of bid.

### **3.7 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, Bidders 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.

### **3.8 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.

### **3.9 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 bidders expense.

### **3.10 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.

### **3.11 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.

Bidder 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 bidder.

### **3.12 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.

### **3.13 TAX EXEMPT STATUS**

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



### 3.14 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.

### 3.15 COPYRIGHT OR PATENT RIGHTS

Bidder 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.

### 3.16 PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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.”

The Public Entity Crime Affidavit Form, attached to 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 Bidder for any goods, services or materials furnished.

### 3.17 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.

### 3.18 FACILITIES

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

### 3.19 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.

### **3.20 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 bidder 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 bidder 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.

### **3.21 MANUFACTURER'S CERTIFICATION**

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

### **3.22 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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **3.23 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 p.m. 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, bidders 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.

**3.24 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 bidder, 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 bidder from bid list(s).

**3.25 BID PROTEST**

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

**3.26 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.

**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.

**3.27 DEFAULT PROVISION**

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder 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 Bidder 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 Bidder to meet any terms of this agreement, the City will notify the Bidder 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 Bidder 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 Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder 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.

**3.28 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.

**3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

**3.30 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statue 287.135, 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 if:

(a) Any amount of, 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 s. 215.4725, 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 Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, 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 Petroleum Energy Sector List, or is engaged in business operations in Syria.

**3.31 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 BIDS SYNC 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.

**3.32 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 bidder 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.

**3.33 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:

(1) 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

(2) 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:

(1) 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.

(2) 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.

(3) 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.



**SECTION 4 - SPECIAL TERMS & CONDITIONS**

**4.1 PROPOSAL SECURITY**

**Proposal Security Requirements:** 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, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must 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. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-20-03 Modernization of Elevator for Pines Place Tower III**" and sent to the:

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

**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 he has not been notified of the acceptance of his Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. 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 his power of attorney authorizing him to do so.

**4.2 PAYMENT AND PERFORMANCE BONDS**

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, each 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+

Two (2) separate 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.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. 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.

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.

**4.3 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.

**4.4 TAX SAVER PROGRAM**

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

**4.5 RELEASE OF LIEN**

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

**4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS**



## **COLLECTION AND DISPOSAL REQUIREMENTS**

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or [dperez@wasteprousa.com](mailto:dperez@wasteprousa.com).

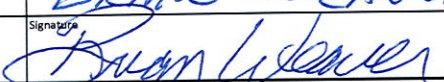
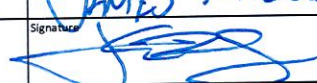
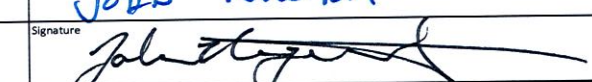

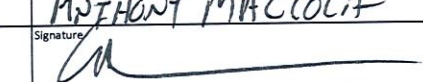
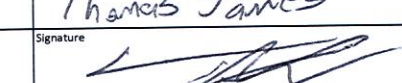

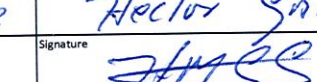
For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or [rcolombo@ppines.com](mailto:rcolombo@ppines.com).

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.

Meeting Location: Pines Place Property Manager's office located at 8210 Florida Drive, Pembroke Pines, FL 33025.

Date: Tuesday, Jun 16, 2020

**PRE-BID ATTENDANCE SHEET**


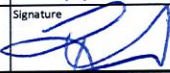
	Company Name:	Representative Printed Name:	E-mail:
1)	Nichols Contracting Inc	BRIAN WEAVER	bweaver@nicholscontracting.com
	Address:	Signature: 	Phone Number: 304-529-6684
2)	ORACLE ELEVATOR	JAMES MILLER	James.Miller@oracleelevator.com
	Address:	Signature: 	Phone Number: 954-635-1246
3)	ORACLE ELEVATOR	JOHN NUGENT	JOHN.NUGENT@oracleelevator.com
	Address: §	Signature: 	Phone Number: 954-931-8578
4)	SCHINDLER ELEVATOR	MICHAEL CAPUTA	Michael.Caputa@schindler.com
	Address:	Signature: 	Phone Number: 954-649-4561
5)	SCHINDLER ELEVATOR	ANTHONY MAZZOLA	ANTHONY.MAZZOLA@SCHINDLER.COM
	Address:	Signature: 	Phone Number: 954-298-4855
6)	Evolution Elevator	Thomas James	TJames@evolutionElevator.com
	Address:	Signature: 	Phone Number: 954 687 6390
7)	Tri-State Drilling+Repairs	JOHN PUMMELL	John@fri-StateDrilling.com
	Address: ARCADIA, FL	Signature: 	Phone Number: 863-491-5552
8)	XPERT ELEVATOR Service	Hector Garcia	Hector@XPERTELEVATOR.COM
	Address: West Palm Beach / MIAMI	Signature: 	Phone Number: 786-591-3895

**WAIVER AND RELEASE OF LIABILITY**

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

Date: Tuesday, Jun 16, 2020

Meeting Location: Pines Place Property Manager's office located at 8210 Florida Drive, Pembroke Pines, FL 33025.

PRE-BID ATTENDANCE SHEET			
1)	Company Name: <u>Maverick United Elevator</u>	Representative Printed Name: <u>Giselle Carrasco &amp; Miguel Garcia</u>	E-mail: <u>sales@mavelevator.com</u>
	Address: <u>10039 NW 122st Medley Fl</u>	Signature: 	Phone Number: <u>305 888 7599</u>
2)	Company Name: <u>RICK MARURENO</u>	Representative Printed Name: <u>DAVE ELEV. CONSULTING</u>	E-mail:
	Address:	Signature: 	Phone Number:
3)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
4)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
5)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
6)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
7)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:
8)	Company Name:	Representative Printed Name:	E-mail:
	Address:	Signature:	Phone Number:

6/16/20 Dave

**WAIVER AND RELEASE OF LIABILITY**

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

## CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSPW-20-03” titled “Modernization of Elevator Pines Place Tower III” attached hereto as a part hereof, the undersigned submits the following:

### A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

#### PRIMARY CONTACT FOR THE PROJECT:

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

#### AUTHORIZED APPROVER:

NAME:  TITLE:

E-MAIL:

TELEPHONE:  FAX:

SIGNATURE:

### B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.6 “Proposal Requirements” of the bid package?

1. Attachment A - Contact Information Form	Yes <input type="checkbox"/>
2. Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
3. Attachment C - Proposer's Qualifications Statement	Yes <input type="checkbox"/>
4. Attachment F - References Form	Yes <input type="checkbox"/>



5. License from Florida's Department of Business and Professional Regulation	Yes <input type="checkbox"/>
6. Proposal Security (Bid Bond Form or Cashier's Check)	Yes <input type="checkbox"/>

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

### **C) Sample Proposal Form**

*The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.*

<b>Item #</b>	<b>Item Description</b>	<b>Total Cost</b>
<b>1)</b>	Total Cost to provide the Modernization of Elevator at Pines Place Tower III as specified in the IFB.	<b>Price to be Submitted Via BidSync</b>
<b>2)</b>	Additional Cost to provide a Payment & Performance Bond in the form of a <b>Percent</b> of the total contract amount.	<b>Percent to be Submitted Via BidSync</b>



City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the ,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

**(Please attach certificate of status, competency, and/or state registration.)**

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

<p>PRODUCER</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>		
<p><b>INSURERS AFFORDING COVERAGE</b></p>			
<p>INSURED</p> <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 24px; font-weight: bold;">                 YOUR COMPANY NAME HERE             </div>	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; border-right: 1px solid black;">                 INSURER A:                  INSURER B.                  INSURER C.                  INSURER D.                  INSURER E.             </td> <td style="width:70%; border-left: 1px solid black; border-right: 1px solid black; text-align: center;"> <div style="border: 1px solid black; padding: 5px; font-weight: bold;">                     Companies providing coverage                 </div> </td> </tr> </table>	INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	<div style="border: 1px solid black; padding: 5px; font-weight: bold;">                     Companies providing coverage                 </div>
INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	<div style="border: 1px solid black; padding: 5px; font-weight: bold;">                     Companies providing coverage                 </div>		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS												
	<p><b>GENERAL LIABILITY</b></p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> CLAIMS MADE    <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> policy    <input type="checkbox"/> project    <input type="checkbox"/> loc</p>	Must Include General Liability			EACH OCCURRENCE    \$ FIRE DAMAGE (Any one fire)    \$ MED EXP (Any one person)    \$ PERSONAL & ADV INJURY    \$ GENERAL AGGREGATE    \$ PRODUCTS - COMP/OP AGG    \$												
	<p><b>AUTOMOBILE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO  <input type="checkbox"/> ALL OWNED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> NON-OWNED AUTOS</p>	SAMPLE CERTIFICATE															
	<p><b>GARAGE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO</p>				AUTO ONLY - EA ACCIDENT    \$ OTHER THAN EA ACC    \$ AUTO ONLY: AGG    \$												
	<p><b>EXCESS LIABILITY</b></p> <p>OCCUR    <input type="checkbox"/> CLAIMS MADE</p> <p><input type="checkbox"/> DEDUCTIBLE  <input type="checkbox"/> RETENTION \$</p>				EACH OCCURRENCE    \$ AGGREGATE    \$ \$ \$												
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p>				<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border-right: 1px solid black;">WC STATU-TORY LIMITS</td> <td style="width:10%; border-right: 1px solid black;">OTH-ER</td> <td style="width:80%;"></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT    \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA EMPLOYEE    \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT    \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER				E.L. EACH ACCIDENT    \$			E.L. DISEASE - EA EMPLOYEE    \$			E.L. DISEASE - POLICY LIMIT    \$
WC STATU-TORY LIMITS	OTH-ER																
		E.L. EACH ACCIDENT    \$															
		E.L. DISEASE - EA EMPLOYEE    \$															
		E.L. DISEASE - POLICY LIMIT    \$															
	OTHER																

Certificate must contain wording similar to what appears below

**"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

<p>CERTIFICATE HOLDER</p> <p><b>City of Pembroke Pines</b>                  601 City Center Way                  Pembroke Pines FL 33025</p>	<p>ADDITIONAL INSURED; INSURER LETTER:</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT.</p>
		City Must Be Named as Certificate Holder
		<p>AUTHORIZED REPRESENTATIVE</p>



**CONSTRUCTION AGREEMENT**

**THIS IS AN AGREEMENT (“Agreement”)**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type» as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation\_Advertisement\_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to «Service\_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»  
“«Solicitation\_Title»”

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission\_Award\_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.





1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service\_Description**», ("Property") as more particularly described in, and in accordance with the Scope of Services outlined in the specifications, "«**Solicitation\_Type\_Abbreviation**» # «**Solicitation\_Number**»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



2.8 Return of Keys Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

### ARTICLE 3

#### TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within «DaysToCompleteProject» calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

### ARTICLE 4

#### COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation\_Type» «Compensation\_Amount\_Written» («Compensation\_Amount\_Numerical»), which includes a «Contingency\_Fee\_Percent» owner's contingency fee of «Contingency\_Fee\_Written» («Contingency\_Fee\_Numerical») and a «Permit\_Fee\_Percent» permit allowance of «Permit\_Fee\_Written» («Permit\_Fee\_Numerical»).



4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior written approval of the CITY's authorized representative.** Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses or allowances that were approved by the CITY's authorized representative.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

#### 4.2 **Method of Billing and Payment.**

4.2.1 The CITY shall within thirty (30) days, from the date the CITY's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees.

4.2.2 Payment will be made to CONTRACTOR at:

«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

### **ARTICLE 5 WAIVER OF LIENS**

5.1 Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

### **ARTICLE 6 WARRANTY**

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the



date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

## **ARTICLE 7**

### **CHANGES IN SCOPE OF WORK**

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

## **ARTICLE 8**

### **PAYMENT & PERFORMANCE BOND**

8.1 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 payment and performance bond, each 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+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the contract value.** The performance bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR's promptly making 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 this Agreement 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 Agreement which the CITY may be required to make under the law.

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, and CONTRACTOR shall be responsible for payment of all recording costs.

## **ARTICLE 9**

### **INDEMNIFICATION**

9.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 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 CONTRACTOR.

9.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 10**

### **INSURANCE**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 10.6.1 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:



1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. 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.**

Yes No

- 10.6.2 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:

1. Workers’ Compensation: Coverage A – Statutory
2. 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.

Yes No

- 10.6.3 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:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. 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.

Yes No

- 10.6.3.1 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

Yes No

- 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ 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.**

Yes No

- 10.6.5 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.)*

Yes No

- 10.6.6 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.**





Yes No

- 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**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.**

Yes No

- 10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. 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 of 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.**

Yes No

- 10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the 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.**

Yes No

- 10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. 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 of 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.)*

**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.**

Yes No

- 10.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- 10.6.13 Other Insurance

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10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.

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

10.7.6 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.

10.8 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.

10.9 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.

10.10 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.

**ARTICLE 11**

**NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

11.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to



employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **ARTICLE 12**

### **INDEPENDENT CONTRACTOR**

12.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 13**

### **TERMINATION**

13.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **seven (7) business days** of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

13.2 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

## **ARTICLE 14**

### **AGREEMENT SUBJECT TO FUNDING**

14.1 This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines



in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 15** **UNCONTROLLABLE FORCES**

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

## **ARTICLE 16** **GOVERNING LAW AND VENUE**

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 17** **SIGNATORY AUTHORITY**

17.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

## **ARTICLE 18** **DEFAULT OF CONTRACT & REMEDIES**

18.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the



Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «**Liquidated Damages Amount Written**» (\$«**Liquidated Damages Amount**»») for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

18.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

18.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.



18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 19** **BANKRUPTCY**

19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 20** **MERGER; AMENDMENT**

20.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and



CITY with the same formality and equal dignity herewith.

## **ARTICLE 21**

### **DISPUTE RESOLUTION**

21.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

#### 21.2 **Operations During Dispute.**

21.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

## **ARTICLE 22**

### **PUBLIC RECORDS**

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining





in its possession after the CONTRACTOR transfers the records in its possession to the CITY;  
and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18** of this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 23  
MISCELLANEOUS**

23.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

23.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries



in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»  
Cell phone No: «Vendor\_Cell\_Number»  
Facsimile No: «Vendor\_Fax\_Number»



23.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

23.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

23.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.



23.17 **Scrutinized Companies.** CONTRACTOR, 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 Petroleum Energy Sector List, or is engaged in business operations with Syria. 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 any agency or local governmental entity for goods or services if:

23.16.1 Any amount of, at the time 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

23.16.2 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:

23.16.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.16.2.2 Is engaged in business operations in Syria.

23.18 **Domestic Partnership.**

23.18.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
  - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
  - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized



affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

- CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- CONTRACTOR is a governmental agency.

23.18.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

23.18.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

23.18.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

23.18.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**THE REMAINDER OF THIS PAGE**



**HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

«Vendor\_Name\_Upper\_Case»

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of «Vendor\_Name\_Upper\_Case», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor\_Name\_Upper\_Case» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name:  Title: E-Mail Address: Telephone:  Fax: **Project Information:**Name of Contractor Performing the work: 

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: 

Work for which staff was responsible:

Contract Type: The results/deliverables of the project: **REFERENCES FORM**



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Nature of the firm's responsibility on the project:

Project duration:  Completion (Anticipated) Date: Size of project:  Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:



# FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount] and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said [Contractor Name] its successors and assigns, and

**City of Pembroke Pines**

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

**[Description]**  
**PO #: [PO #]**

**Invoice #: [Invoice #]**

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses: **CONTRACTOR**  
**[NAME OF CONTRACTOR]**

\_\_\_\_\_ BY: \_\_\_\_\_  
Print Name \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Print Name \_\_\_\_\_

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

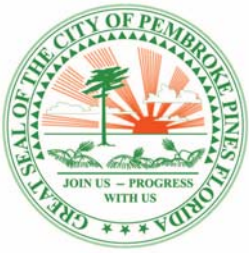
ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires:



PEMBROKE PINES  
CITY COMMISSION

Frank C. Ortis  
MAYOR  
954-450-1020  
fortis@ppines.com

Iris A. Siple  
VICE MAYOR  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

Jay D. Schwartz  
COMMISSIONER  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

Thomas Good, Jr.  
COMMISSIONER  
DISTRICT 1  
954-450-1030  
tgood@ppines.com

Larissa Chanzas  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
lchanzas@ppines.com

Charles F. Dodge  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

June 15, 2020

Addendum # 1  
City of Pembroke Pines  
IFB #PSPW-20-03

Modernization of Elevator for Pines Place Tower III

Due to the COVID-19 Coronavirus health alert, bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at 2:30 PM on the bid due date.

While recognizing the importance of public accessibility to the bid openings, due to COVID-19, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person, as the City will not be opening up the physical location for public access.

**City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic, however the public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- 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 view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)

**Bid #PSPW-20-03 - Modernization Of Elevator For Pines Place Tower III**

<b>Time Left</b>	1 day, 1 hr	<b>Notifications</b>	<a href="#">Report</a>
<b>Bid Started</b>	Jun 9, 2020 6:31:01 PM EDT	<b># of suppliers that viewed</b>	41 <a href="#">(View)</a>
<b>Bid Ends</b>	Jul 7, 2020 2:00:00 PM EDT	<b>Q &amp; A</b>	<a href="#">Questions &amp; Answers</a> Q&A Deadline: Jun 22, 2020 8:30:00 PM EDT
<b>Agency Information</b>	City of Pembroke Pines, FL <a href="#">(view agency's bids)</a>		
<b>Bid Classifications</b>	<a href="#">Classification Codes</a>		
<b>Required Vendor Qualifications</b>	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR		
<b>Bid Regions</b>	<a href="#">Regions</a>		
<b>Bid Contact</b>	<a href="#">see contact information</a>		
<b>Pre-Bid Conference(s)</b>	Jun 16, 2020 9:00:00 AM EDT <b>Attendance is mandatory</b> Location: There will be a mandatory scheduled pre-bid meeting on June 16, 2020 at 9:00 a.m. Meeting location will be at the Pines Place Property Manager's office located at 8210 Florida Drive, Pembroke Pines, FL 33025.		
	<a href="#">Transcript</a> <a href="#">Attendance</a>		
<b>Revise Bid</b>	Click here to add an <a href="#">addendum</a> to your bid information.		
<b>Copy Bid</b>	Click here to <a href="#">copy</a> the bid and relist it as a new bid		
<b>View Rules</b>	Click here to <a href="#">change</a> the rules for this bid.		
<b>Advertisement Notification</b>	<a href="#">Send an Advertisement Email</a>		
<b>Bid Packet</b>	<a href="#">Packet for Bid PSPW-20-03</a> <a href="#">(download)</a>		

**Approval**

**View Approval Flow** [View Approval Flow](#)  
**Approval Status** Approved

**Bid Comments**

<b>Contract Duration</b>	One Time Purchase
<b>Contract Renewal</b>	Not Applicable
<b>Prices Good for</b>	90 days
<b>Budgeted Amount</b>	\$0.00
<b>Expected Expenditure</b>	\$95,000.00
<b>Standard Disclaimer</b>	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync 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. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

**Bid Comments**

The City of Pembroke Pines is seeking proposals from qualified firms for Elevator Modernization for Pines Place Tower III. Elevator Modernization, as applied to this contract, refers to improvement of the overall operation of the equipment, through the pre-planned and pre-scheduled replacement or addition of apparatus not previously installed. Unless specifically identified as "Reuse", "Retain," or "Refurbish," provide new equipment.

Pines Place Residences Tower III  
 8203 S. Palm Drive  
 Pembroke Pines, FL 33025

**Documents** Select All | Select None | Download Selected

<input type="checkbox"/> 1. <a href="#">PSPW-20-03 Modernization of Elevator for Pines Place Tower III.pdf</a> <a href="#">[download]</a>	<input type="checkbox"/> 2. <a href="#">Attachment A - Contact Information Form.docx</a> <a href="#">[download]</a>
<input type="checkbox"/> 3. <a href="#">Attachment B - Non-Collusive Affidavit</a> <a href="#">[download]</a>	<input type="checkbox"/> 4. <a href="#">Attachment C - Proposers Qualifications Statement</a> <a href="#">[download]</a>
<input type="checkbox"/> 5. <a href="#">Attachment D - Sample Insurance Certificate.pdf</a> <a href="#">[download]</a>	<input type="checkbox"/> 6. <a href="#">Attachment E - Specimen Contract - Construction Agreement Rev 2020-01.pdf</a> <a href="#">[download]</a>
<input type="checkbox"/> 7. <a href="#">Attachment F - References Form</a> <a href="#">[download]</a>	<input type="checkbox"/> 8. <a href="#">Attachment G - Standard Release of Lien.pdf</a> <a href="#">[download]</a>
<input type="checkbox"/> 9. <a href="#">Addendum 1.pdf</a> <a href="#">[download]</a>	<input type="checkbox"/> 10. <a href="#">Mandatory Pre-Bid Mtg.pdf</a> <a href="#">[download]</a>

= Included in Bid Packet    = Excluded from Bid Packet

**Items**

Item	Title	Offers
PSPW-20-03--01-01	<a href="#">Total Cost to provide the Modernization of Elevator at Pines Place Tower III</a>	N <a href="#">Info</a>
PSPW-20-03--01-02	<a href="#">Cost to provide a Payment &amp; Performance Bond in the form of a Percent of the tota</a>	N <a href="#">Info</a>

**Addendum #1 - Made On Jun 16, 2020 11:30:57 AM EDT**

<b>New Documents</b>	Mandatory Pre-Bid Mtg.pdf
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**Change Made On Jun 15, 2020 10:08:12 AM EDT**

<b>New Documents</b>	Addendum 1.pdf
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**Contractor Advertisements** [View All Ads](#)

There are no advertisements on this solicitation.

**Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)**





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### Question and Answers for Bid #PSPW-20-03 - Modernization of Elevator for Pines Place Tower III

[Create New Question](#)

Question Deadline: Jun 22, 2020 8:30:00 PM EDT

Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

