



CITYWIDE LITTER CONTROL AND LANDSCAPE MAINTENANCE SERVICES

INVITATION FOR BID # PSPW-25-09

Issuance of Solicitation: Thursday, July 17, 2025

Questions Due Date: Friday, August 1, 2025

Bid Submission Deadline: Tuesday, August 12, 2025

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

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

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SECTION 1 - NOTICE

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

IFB # PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

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

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

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

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

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

Proposals will be accepted until 2:00 pm on Tuesday, August 12, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/172249>.

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

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

Virtual Meeting Details:



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

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

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

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

Ivan Ospinal or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-743-1434
purchasing@ppines.com



SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

This contract shall be for an initial **three(3)year** period with **two (2) additional one-year** renewal terms.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	July 17, 2025
Pre-Bid Meeting (Mandatory):	July 23, 2025, 10:00am 8300 S Palm Dr, Pembroke Pines, Florida 33025
Question Due Date:	August 1, 2025, 11:30pm
Issuance of Final Answers to Questions:	August 5, 2025
Bid Submission Deadline:	August 12, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Wednesday, July 23, 2025 at 10:00 am**. Meeting location will be at the **8300 S Palm Dr, Pembroke Pines, Florida 33025**

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the Contractor's responsibility to make sure that they sign in at the meeting.
- B. Site Visits: The pre-bid meeting will start at 8300 S Palm Dr., and continue to the secured site visits listed below.

West

1. ACADEMIC VILLAGE BOOSTER STATION
2. ACADEMIC VILLAGE
3. FIRE & POLICE TRAINING FACILITIES
4. FIRE STATION 79
5. FIRE STATION 89
6. FIRE STATION 99



7. FIRE STATION 101
8. SU CAMPUS
9. HOLLY LAKE BOOSTER STATION
10. NURSERY PROPERTIES
11. POLICE SUB STATION
12. WASTEWATER TREATMENT PLANT
13. WEST CAMPUS
14. LIFT STATION 78

East

15. CENTRAL CAMPUS
16. EAST CAMPUS
17. FIRE AND POLICE HEADQUARTERS
18. FIRE STATION #33
19. MASTER LIFT STATION 4
20. VILLAGE PRE-K & EARLY DEVELOPMENT CENTER
21. WATER PLANT

2.4 Follow-Up Pre-Bid Meeting(s)

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

2.5 Estimated Project Cost

\$2,000,000

2.6 Grant/Federal Funding

Not applicable for this project.

2.7 Proposal Security/Bid Bond

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

2.8 Payment and Performance Bonds



City of Pembroke Pines

Exhibit "A"

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.



SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to perform landscape, maintenance and litter control services on various City-owned properties and public Rights of Way (ROW), in accordance with the terms, conditions, and specifications contained in this solicitation.

The purpose of these services is to maintain a clean, safe, and visually appealing environment throughout the City by providing both landscape maintenance and litter control services. These services are essential for preserving the aesthetic value of City-owned properties and public Rights-of Ways (ROW), enhancing public spaces for residents and visitors, and promoting community pride.

3.2 Background

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

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

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

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



SECTION 4 - SCOPE OF WORK

4.1 Landscape Maintenance

General Conditions

- Maps with descriptions of all sites to be maintained can be found in the Attachments Section.
- Contractor shall be responsible for providing the city's contract manager with a monthly schedule for all services, this schedule is due within 5 days of the beginning of each month. City reserves the right to direct changes to the schedule.
- Contractor shall notify the city's contract manager by 10am on the day of any changes in the schedule and shall provide a revised schedule by the end of that day.
- On Monday of each week, the awarded contractor shall be responsible for providing the city's contract manager with a weekly written report outlining any deficiencies (i.e., irrigation not operating, any dead or dying trees or hedges, etc.) found by the contractor that are the responsibility of the City to repair or replace.
- Contractor shall designate a dedicated Project Manager to oversee all operations and serve as the primary point of contact for the City of Pembroke Pines. The Project Manager shall not be assigned to any other projects outside of those related to the City. During working hours, the Project Manager must remain within the city limits of Pembroke Pines and always be readily available. Additionally, the Project Manager must be fluent in speaking, reading, and writing English.
- All equipment utilized by the Contractor shall be OSHA compliant; disabling or removal of manufacturer provided safety devices, shields, guards, etc. is strictly prohibited.
- All work performed in ROW must be MOT certified, and proper personal protection equipment is to be worn by all personnel.
- All required MOT supplies such as, but not limited to, arrow boards, warning signs, and cones for traffic control and worker/public safety shall be provided by the contractor.
- Contractors shall make themselves aware of imminent rain events to make sure that all debris is removed from all hard surfaces before the rain begins to reduce the slip and fall or any other risk.
- Tree suckers shall be removed at the time of each service as they grow, using proper ANSI tree care practices and proper equipment, not weed eaters.
- The contractor shall provide references for projects of equal or greater scope and demonstrate the capability to perform the required scope of work. The City reserves the right to inspect the contractor's facilities and equipment prior to award.

4.2 Scope of Work - Landscape

Lawn Maintenance

- The lawn maintenance frequency of services shall be 24 cuts per year (twice per month). Any reduction or additional cuts from that amount shall be authorized by the city's contract manager and, upon acceptance, will be performed at the same contracted lawn maintenance rate.



- Lawn maintenance shall consist of turf mowing, edging, weed-eating, debris removal, and tree/palm canopy care (except in excluded areas) within all sites.
- All areas serviced must be blown on the day of service.

Turf Mowing

- The contractor shall maintain the contractually covered grass areas as outlined in the maps provided.
- Mowing heights shall be at the proper industry standards for the grass type and shall not exceed 4 inches at any time.
- Upon arrival at a job site, the Contractor shall immediately survey the lawn area to remove all litter, glass, rocks, dead foliage, fallen limbs, and other debris that potentially become projectiles if engaged by a mower.
- In cases of illegal dumping (mattresses, construction debris, etc.) the contractor shall immediately notify the City for removal.
- The irrigation valve boxes shall be located by the Contractor prior to mowing. Any valve, valve box, riser, or sprinkler head damage resulting from turf mowing shall be charged to the contractor.
- All mowed grass clippings shall be blown away from mulched landscape or the Contractor risks total mulch replacement within the landscape beds at the cost of the Contractor.
- Debris shall not be blown into the streets or drainage structures. All mowed grass clippings shall be blown from the roadway back into the adjacent median or swale grass areas.
- Contractors may use a Bush-hog or similar field mower to cut grass in the FPL Easement only. Bush-hogs are unacceptable in all other sites unless Contractor receives written permission from authorized City Staff for their use at a specific site.

Edging

- Edging shall be completed at a 90° along all sidewalks, curbs, asphalt, road and street edges, drainage structures, electrical/water/irrigation boxes, tree rings, and landscape beds during every lawn maintenance service.
- Proper edging can only be performed by hard edgers, string trimmers shall not substitute for a hard edger.
- Chemical edging with the use of a non-selective herbicide shall not be acceptable. If the Contractor performs chemical edging, the Contractor is responsible for the cost of the removal and replacement of any and all damaged plant and sod material.

Weed Eating

- Weed eating shall be performed around all fixed objects exposed in the turf areas to include but not limited to all irrigation heads, poles, posts, fence lines, trees, palms, curbs, sidewalks, and building exteriors during every lawn maintenance service.



- Weed eating shall only be performed with a string trimmer.
- Proper use of non-selective herbicides may be permitted in some cases and must be pre-authorized by the city's contract manager.
- Contractor shall perform manual and/or chemical weeding around trees and inside landscape beds.
- The contractor is responsible for the cost of the removal and replacement of any damaged plant material caused by the incorrect use of non-selective herbicides or weed eaters.
- Tree suckers shall be removed at the time of each service as they grow, using proper ANSI tree care practices and proper equipment, not weed eaters.
- Herbicides shall be used to establish reasonably sized tree rings to prevent tree trunk damage from string trimmer use.
- Contractor is responsible for full replacement value of plant material damaged as a result of poor or improper workmanship.

Weed Control in Curbs and Sidewalks

- The Contractor shall chemically control all weed and grass growth using a chemical herbicide in curbs, sidewalks, and paver sections of all maintained areas.
- Individuals applying herbicides must possess, at minimum, a valid pest control license and be appropriately certified.
- For ROW sections where the contractor does not maintain the swale, but there is a curb or curb/sidewalk combination directly abutting the road's edge, the contractor shall control the weed and grass growth in the sidewalk and or curb with a chemical herbicide.

Landscape Debris Removal

- Debris removal shall be completed during every lawn maintenance service.
- After mowing, edging, hedge trimming, palm and tree pruning, and weed-eating components are completed the Contractor shall remove all resultant plant material from hard surfaces, around tree rings, inside landscape beds, and against buildings.
- Debris shall not be blown into the streets or drainage structures.
- Excessive and unsightly debris shall be properly disposed at the Contractor's expense.

City Signs



- All plants surrounding signage such as but not limited to the City Welcome Signs and Digital Speed Limit Sign solar panels must be maintained below the height of the sign, so the lettering is visible to oncoming traffic.
- Any tree or palm branches casting shadows on the solar panels must be trimmed to keep a 5' clearance as needed.
- The planting beds must be kept free of trimmings, dead plant material, and debris at every service visit.

Shrub and Hedge Maintenance

- Contractor shall provide 12 shrub and hedge maintenance services per year (once per month). Any additional cuts beyond that amount shall be only authorized by the city's contract manager and, upon acceptance, will be performed at the same contracted shrub/hedge maintenance rate.
- The shrub and hedge maintenance consists of weed control and trimming.
- All debris and hedge trimmings shall be removed from the site by the contractor on the day of service, no hedge trimmings are permitted to be blown into the hedge beds.
- Contractor shall remove all miscellaneous debris on the ground including trash, rocks, leaves, and other items upon completion.
- The contractor shall remove any vegetation encroaching upon sidewalks to maintain a clearance of 3' on both sides of the sidewalk and accessible pathway.
- Contractor to maintain Shrub & Hedge lines at the established limits and not allow for encroachment or overgrowth.
- Contractor shall use a combination of manual and chemical control to remove all weeds inside landscape beds during the service.
- All shrubs and hedges shall be trimmed in accordance with industry standards during the service. The height shall be determined by the city's contract manager and must comply with FDOT right-of-way standards to ensure clear lines of sight.
- Areca palm stands shall be kept free of dead material and shall receive monthly detailed maintenance in the following manner: remove all dead palm fronds and seed pods both on the ground and inside the palm, remove all miscellaneous debris on the ground including trash, rocks, leaves, and other items.

Regular Tree and Palm Maintenance

- Contractor shall provide the following during every lawn maintenance service.



- Maintain a minimum lower canopy height for both trees and palms of 10 feet over designated pedestrian traffic walkways, and 14.5 feet over roadways, drives, and parking lots.
- All vegetation obstructing posted signs, and any unsafe tree or palm condition shall be resolved by the end of every lawn maintenance service.
- Removal of all seed pods that are within 18' of ground level from palms.
- Pruning shall conform to all ANSI standards regarding tree pruning standards and worker safety.
- All resultant debris shall be promptly removed and disposed by the Contractor.

Annual Tree and Palm Trimming

- Contractor shall provide one citywide hardwood tree and palm tree trimming service annually, as scheduled in conjunction with the City.
- Any additional services beyond these single services shall be only authorized by the city's contract manager and, upon acceptance, will be performed at the same contracted tree or palm trimming charge.
- Contractor shall follow all ANSI standards regarding tree pruning and worker safety.
- The contractor shall have a certified arborist on staff at the time of contract acceptance. All workers providing the actual pruning cuts must possess at least a Broward County tree trimmer training certificate when working.
- All resultant debris shall be promptly removed and disposed of by and at the Contractor's expense.
- Hardwood tree trimming shall be limited to the removal of no more than 25% of the individual tree canopy at any one time.
- Trimming priorities are as follows in order of highest to lowest: cleaning dead/dying and weakly attached branches, trimming of limbs/fronds at least 5' away from structures, thinning canopy for increased wind flow and light penetration, raising lower canopy, and promoting proper tree structure.
- All parking lot and building light fixtures must remain unobstructed by any palm or tree canopies.
- Palm trimming shall include the following standard practices but not limited to seedpod removal, trimming of fronds 5' away from all structures and lighting, and removal of brown fronds that hang below a line parallel to the ground (9-3).

**The Royal Palms listed below are excluded**

- Dykes Road from Pembroke Road to Sheridan Street
- 172nd Ave from Pembroke Road to Sheridan Street
- 184th Ave from Pembroke Road to Sheridan Street
- Douglas Road from Pembroke Road to Sheridan Street
- Flamingo Road from Pembroke Road to Sheridan Street
- Pines Boulevard from the Turnpike to US 27
- NW 146th Ave to continuing onto NW 20th St continuing to NW 150th Ave (Off Sheridan Street)
- NW 125th Ave from Sheridan Street to Taft Street
- NW 136th Ave from Pines Boulevard to NW 10th St
- NW 178th Ave from Pembroke Road to Sheridan Street
- Pembroke Road from 66th to 196th
- 196th from Pembroke Road to Stirling Road
- Sheridan Street from US 27 to Flamingo Road
- University Drive from Pembroke Road to Sheridan Street
- Taft Street from Flamingo Road to NW 129th Ave
- NW 129th Ave from Taft Street to NW 10th
- NW 129th Ave Continuing to NW 10th Street continuing to NW 142 Ave (Off Pines Boulevard)
- SW 145th from Pines Boulevard to Pembroke Road
- Palm Avenue from Pembroke Road to Sheridan Street
- SW 106th Avenue south of Pines Blvd (Near City Center)

Irrigation Maintenance and Repairs

- The city is responsible for all irrigation maintenance.
- The contractor is responsible for reporting any pre-existing damage found to the irrigation system prior to the start of work at any site.



- Contractor agrees that the City shall repair any damages to the irrigation systems that were caused by the contractor.
- Contractor agrees that for all such repairs, the City shall back charge the contractor at a rate of cost plus 10% to include time, material, and equipment.

Fertilization

- The city is responsible for all fertilization services.

4.3 Litter Removal & Canal Cleaning

General Conditions

- Awarded contractor will be required to report each morning to the City's project manager via email of all trip and/or safety hazards that were found by the contractor's workforce on the City's roadways and sidewalks during the previous day's work. Email addresses will be provided.
- The contract will provide 24 hr. on call service as needed.
- All other necessary manpower, supplies, and equipment needed to perform the job is to be supplied by the Contractor, with a guaranteed minimum of two (2 man) crews each with a pick-up (or similar) and all other equipment such as trailers, UTV's, trash bags, as deemed necessary to complete scope of work.
- Contractor will work with the city to develop a work schedule that provides coverage for seven days per week.
- The awarded contractor shall be responsible for providing the Public Services Director or designee with a monthly schedule for all services, this schedule is due within 5 days of the beginning of each month. City reserves the right to direct changes to the schedule.
- The Public Services Director or designee shall be notified by 10am on the day of any changes in the schedule and shall be provided with a revised schedule by the end of that day.
- The Contractor shall designate a dedicated Project Manager to oversee all operations and serve as the primary point of contact for the City of Pembroke Pines. Project Manager must remain within the city limits of Pembroke Pines and always be readily available. Additionally, the Project Manager must be fluent in speaking, reading, and writing English.
- All equipment utilized by the Contractor shall be FDOT,OSHA compliant, disabling or removal of manufacturer provided safety devices, shields, guards, etc. is strictly prohibited.
- All work performed in ROW must be MOT certified, and proper personal protection equipment is to be worn by all personnel. All required MOT supplies such as, but not limited



to, arrow boards, warning signs, and cones for traffic control and worker/public safety shall be provided by the contractor.

- The contractor shall provide references for projects of equal or greater scope and demonstrate the capability to perform the required scope of work. The City reserves the right to inspect the contractor's office/facilities and equipment prior to award.

SCOPE OF WORK - Litter Control/Debris Removal and Canal Cleaning

The contractor shall perform complete litter and debris removal per the guidelines below:

- Contractor to refer to maps attached, roadway and canal lists below for areas included in the litter & canal cleaning scope of work.
- Contractor shall remove all foreign, non-belonging item such as litter and debris to include but not limited to, palm fronds, C&D, mattresses, illegal dumping, car parts, etc.
- Contractor shall empty cans and replace bags where trash cans are existing.
- Contractor to return shopping carts to business of origin; unidentified carts will be disposed of as applicable.
- Designated roadways, including medians, swales, and sidewalks—must undergo thorough litter control as often as necessary to remain free of litter and debris, and at a minimum, once per week. The Howard C. Foreman and Charles F. Dodge Civic Center sites are to receive total litter control and debris cleanup minimum twice a week as agreed to with City's contract representative.
- The litter maintenance schedule must be spaced at least three days apart from lawn care services. If the Contractor completes the route in less than a week, they must immediately begin the process again to ensure continuous removal of litter and debris.
- Only living aquatic vegetation should remain after the completed canal cleaning service.
- Canal cleaning services shall be performed in the months of January, April, July, and October.
- City will allow Contractor to dump all debris collected from the litter and canal cleaning only in the City's dumpsters at Public Services operated sites.

INCLUDED ROADWAYS (North/South):

- 72nd from Pembroke Road to NW 2nd and Taft to Sheridan
- University Drive from Pembroke to Sheridan
- Douglas Road from Pembroke Road to Sheridan



- Palm Avenue from Pembroke Road to Sheridan
- SW 114th Ave from Washington Street to Pines Blvd.
- Hiatus Road from Pembroke Road to Sheridan
- Flamingo Road from Pembroke Road to Sheridan
- 136th Ave. from the Southern border of the Baers shopping plaza north to 10th
- SW 145th Ave. Pembroke Road to NW 10 Street
- Dykes Road Pembroke Road to Sheridan Street
- SW 172nd Pembroke Road to Sheridan
- SW 178th from Pembroke to NW 184th Ave.
- NW 184 Ave. from Pembroke Road to Sheridan St
- SW 196th from Pembroke Road to Sterling Road
- NW 208th Pines to Johnson Street

INCLUDED ROADWAYS (East/West):

- Pembroke Road from Turnpike to US 27.
- Pines Blvd. from turnpike to US 27.
- Johnson Street from NW 76th Ave to Flamingo Road.
- Taft Street from NW 72nd to NW 129th Ave.
- Sheridan NW 72 Ave. to US 27.

INCLUDED ROADWAYS/SITES (Misc.):

- Washington Street from Flamingo Road to SW 114th Ave.
- Washington Street from Hiatus Road to SW 103 Ave. (including all roads within City Center).
- SW 4th CT. from Flamingo Road heading west, then north on 129th including NW 10th to NW 145 and NW 129 to Taft Street
- NW 202nd Avenue from Pines then west on Johnson Street to US 27.
- Sterling Road from US 27 to Josias Dog Park.
- NW 108th Ave from Pines Blvd. to Johnson Street.
- NW 103 Ave. from Johnson Street to NW 3 Street (senior center).



- Shopping center (and alley behind) on the northeast corner of Pembroke Road and SW 72 Ave. (excluding the gas station). Map provided.
- Howard C. Foreman Site Sections. Map provided.
- Charles F. Dodge Civic Center. Map provided

INCLUDED CANALS:

- North side of Taft Street from University Drive to Palm Avenue.
- North side of Johnson Street from Palm Avenue to Hiatus Road.
- Canal from NW 83rd Avenue to Douglas Road; located between NW 2nd Street and NW 3rd Street (behind Chuck E. Cheese plaza & Ford Dealer).
- East side of University Drive from Pembroke Road to Sheridan Street.
- West side of Palm Avenue from Pembroke Road to Sheridan Street.
- West side of Flamingo Road from Pembroke Road to Sheridan Street.

4.4 Incomplete Work Penalty

The Contractor acknowledges that full and timely completion of all assigned routes/tasks is a critical requirement of this contract. If any portion of the work or route is not completed as specified, within the Contract, then upon the City's notice, the Contractor shall promptly and timely remedy such incomplete work within 48 hours after delivery of said Notice from the City. Otherwise, a fee deduction or penalty may be applied in the City's discretion to the City's next payment for the service period. The amount of the deduction shall be calculated and determined based on the extent of the incomplete work and as outlined in the terms, conditions and provisions of the Contract including the City's payment to the Contractor.



SECTION 5 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepinest> on or before **2:00 pm on Tuesday, August 12, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepinest> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

1 CONFIRMATION TO BIND

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

Please confirm

*Response required

2 PRICE PROPOSAL

2.1 PRICING/BID TABLE(S)*

- a. The Vendor must provide their pricing through the designated line items listed on the attached Excel Sheet.
- b. Please download the attached document, complete all required fields, and upload the completed form here.

- [Pricing Table.xlsx](#)

*Response required

3 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers'



submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

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

Proposers are advised to confirm that:

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

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

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

3.4 Reference Contact Information - Reference's E-mail Address*

*Response required

3.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

Yes

No

*Response required

3.7 Project Information - Name of Contactor Performing the Work*

*Response required

3.8 Project Information - Name and location of the project*

*Response required

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

*Response required



3.10 Project Information - Project Duration*

*Response required

3.11 Project Information - Completion (Anticipated) Date*

*Response required

3.12 Project Information - Size of Project*

*Response required

3.13 Project Information - Cost of Project*

*Response required

4 REFERENCE # 2

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

*Response required

4.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

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

*Response required

4.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

Yes

No

*Response required

4.7 Project Information - Name of Contactor Performing the Work*

*Response required

4.8 Project Information - Name and location of the project*

*Response required

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

*Response required

4.10 Project Information - Project Duration*

*Response required

4.11 Project Information - Completion (Anticipated) Date*

*Response required



4.12 Project Information - Size of Project*

*Response required

4.13 Project Information - Cost of Project*

*Response required

5 REFERENCE # 3

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

*Response required

5.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

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

*Response required

5.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

Yes

No

*Response required

5.7 Project Information - Name of Contactor Performing the Work*

*Response required

5.8 Project Information - Name and location of the project*

*Response required

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

*Response required

5.10 Project Information - Project Duration*

*Response required

5.11 Project Information - Completion (Anticipated) Date*

*Response required

5.12 Project Information - Size of Project*

*Response required

5.13 Project Information - Cost of Project*

*Response required

6 REFERENCE # 4



6.1 Reference Contact Information - Name of Firm, City, County or Agency
 6.2 Reference Contact Information - Reference's Business Address
 6.3 Reference Contact Information - Reference's Contact Name & Title
 6.4 Reference Contact Information - Reference's E-mail Address
 6.5 Reference Contact Information - Reference's Phone Number
 6.6 Project Information - Was your firm the prime contractor for the listed project?

Yes
 No

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

7 REFERENCE # 5

7.1 Reference Contact Information - Name of Firm, City, County or Agency
 7.2 Reference Contact Information - Reference's Business Address
 7.3 Reference Contact Information - Reference's Contact Name & Title
 7.4 Reference Contact Information - Reference's E-mail Address
 7.5 Reference Contact Information - Reference's Phone Number
 7.6 Project Information - Was your firm the prime contractor for the listed project?

Yes
 No

7.7 Project Information - Name of Contactor Performing the Work
 7.8 Project Information - Name and location of the project
 7.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
 7.10 Project Information - Project Duration
 7.11 Project Information - Completion (Anticipated) Date
 7.12 Project Information - Size of Project
 7.13 Project Information - Cost of Project

8 PROJECT DOCUMENTS

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

- [Proposers_Background_Inform...](#)

*Response required



8.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)*

- a. A Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
- b. Therefore, proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida.
- c. Contingency is not to be counted in the total amount the proposal security is based on.
- d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
- e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - PSPW-25-09 Citywide Litter Control and Landscape Maintenance Services** and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [**SPECIAL TERMS & CONDITIONS**](#) of this document for additional information.

*Response required

9 STANDARD DOCUMENTS

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

9.1 NON-COLLUSIVE AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- [Non-Collusive Affidavit.pdf](#)

*Response required

9.2 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*

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



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

*Response required

9.3 **EQUAL BENEFITS CERTIFICATION FORM***

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

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

*Response required

9.4 **VENDOR DRUG FREE WORKPLACE CERTIFICATION***

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

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

*Response required

9.5 **SCRUTINIZED COMPANY CERTIFICATION***

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

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

*Response required

9.6 **E-VERIFY SYSTEM CERTIFICATION***

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

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

*Response required



9.7 **HUMAN TRAFFICKING AFFIDAVIT***

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

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

*Response required

9.8 **VENDOR INFORMATION FORM***

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

- [Vendor Information Form.pdf](#)

*Response required

9.9 **FORM W-9 (REVISED MARCH 2024)***

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

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

*Response required

10 OPTIONAL DOCUMENTATION

10.1 **TRADE SECRETS**

- 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.

- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

10.2 FINANCIAL STATEMENTS

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

10.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the "**Brand Names**" Section included in the GENERAL TERMS AND CONDITIONS Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the



proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

10.4 ADDITIONAL INFORMATION

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

10.5 PROFESSIONAL LICENSES

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

11 VENDOR CLASSIFICATION

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

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

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



b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

Yes
 No

*Response required

When equals "Yes"

11.1.1 Please indicate your Local Vendor Status*

Local Pembroke Pines Vendor (LPPV)
 Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

11.1.2 Local Vendor Preference Certification*

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

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

*Response required

When equals "Yes"

11.1.3 Local Business Tax Receipts*

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

*Response required

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

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



1. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

Yes

No

*Response required

When equals "Yes"

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

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

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

Select all that apply

- African-American MBE
- Asian-American MBE
- Hispanic-American MBE
- Native-American MBE
- Other option not listed above

*Response required

When equals "Yes"



11.3.2 MBE Certification Documentation*

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

*Response required

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

Yes
 No

*Response required

When equals "Yes"

11.4.1 WMBE Certification Documentation*

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

*Response required

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

Yes
 No

*Response required

When equals "Yes"

11.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

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

*Response required

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

Yes
 No

*Response required

When equals "Yes"



11.6.1 SBE Certification Documentation*

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

*Response required

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

Yes
 No

*Response required

When equals "Yes"

11.7.1 CBE Certification Documentation*

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

*Response required

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

Yes
 No

*Response required

When equals "Yes"

11.8.1 DBE Certification Documentation*

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

*Response required

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

Yes
 No

*Response required

When equals "Yes"

11.9.1 Other Vendor Classification Certification Documentation*

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



City of Pembroke Pines

Exhibit "A"

*Response required



SECTION 6 - EVALUATION OF PROPOSALS & PROCESS SELECTION

6.1 Qualifying & Selecting Firms

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



SECTION 7 - INSURANCE REQUIREMENTS

7.1 General Indemnification

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

7.2 Insurance Coverage

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



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

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

7.3 Comprehensive General Liability Insurance

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

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

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

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

7.4 Workers' Compensation and Employers' Liability Insurance

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

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

\$500,000 Each Accident



\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

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

7.5 Comprehensive Auto Liability Insurance

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

A. Any Auto (Symbol 1)

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

B. Hired Autos (Symbol 8)

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

C. Non-Owned Autos (Symbol 9)

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

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

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

7.6 Umbrella/Excess Liability Insurance

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

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

7.7 Environmental/Pollution Liability Insurance

Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: Contractor's completed operations, sudden, accidental and



gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

7.8 Required Endorsements

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

7.9 Additional Requirements

- A. Any and all insurance required of the Contractor pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to CITY. The Contractor and any subcontractors shall maintain such policies during the term of this Agreement.
- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the Contractor has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 8 - GENERAL TERMS AND CONDITIONS

8.1 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.

8.2 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.

8.3 ADDENDA or ADDENDUM

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

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

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

8.4 INTERPRETATIONS AND QUESTIONS

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

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



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

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

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

For all other questions related to this solicitation, please contact the Procurement Department at purchasing@ppines.com.

8.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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

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

8.6 WARRANTIES FOR USAGE

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

8.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **Contractor'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.

8.8 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.

8.9 SAMPLES

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

8.10 ESTIMATED QUANTITIES

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

8.11 DEVELOPMENT COSTS

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

8.12 PRICING

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

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

8.13 DELIVERY POINT

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

8.14 TAX EXEMPT STATUS

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

8.15 CONTRACT TIME



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

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

8.16 COPYRIGHT OR PATENT RIGHTS

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

8.17 ANTI-TRUST VIOLATIONS

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

8.18 PUBLIC ENTITY CRIMES

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

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



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

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

8.19 CONFLICT OF INTEREST

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

8.20 FACILITIES

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

8.21 ENVIRONMENTAL REGULATIONS

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

8.22 SIGNATURE REQUIRED

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

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



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

8.23 MANUFACTURER'S CERTIFICATION

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

8.24 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

8.25 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

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



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

8.26 RESERVATIONS FOR REJECTION AND AWARD

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

8.27 BID PROTEST

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

8.28 INDEMNIFICATION

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

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

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

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

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



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

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

8.29 DEFAULT PROVISION

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

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

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



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

Additional provisions may be included in the specimen contract.

8.30 ACCEPTANCE OF MATERIAL

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

8.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

8.32 SCRUTINIZED COMPANIES LIST

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

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

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

8.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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



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

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

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

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

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

8.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

At the option of the 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 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.

8.35 CONE OF SILENCE

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

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

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

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

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

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

8.36 E-VERIFY

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

- A. Definitions for this Section:



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

B. Registration Requirement; Termination:

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

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



8.37 JESSICA LUNSFORD ACT

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

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

8.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING



City of Pembroke Pines

Exhibit "A"

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



SECTION 9 - SPECIAL TERMS & CONDITIONS

9.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

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

9.2 PROPOSAL SECURITY REQUIREMENTS

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

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

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked **"BID SECURITY - IFB # PSPW-25-09 Citywide Litter Control and Landscape Maintenance Services"** and sent to the:

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

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

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

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of



the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

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

9.3 PAYMENT AND PERFORMANCE BONDS

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

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

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

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

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

B+ to A+

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

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



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

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

9.4 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the Contractor 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 to 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 Contractor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the Contractor 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.



City of Pembroke Pines
Procurement
 Mark Gomes, Procurement Director
 601 City Center Way, Pembroke Pines, FL 33025
 (954) 431-4884

ADDENDA REPORT
IFB No. PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

RESPONSE DEADLINE: August 12, 2025 at 2:00 pm

Thursday, August 21, 2025

Addenda Issued:

Addendum #1

Jul 29, 2025 10:31 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Please be advised that the Q&A period for this project has been extended.

Addendum #2

Aug 6, 2025 10:47 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #3

Aug 6, 2025 11:15 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Please note that a separate line item was added for the Payment & Performance Bond

Addendum #4

Aug 6, 2025 12:36 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

A change has been made to the ***East Properties*** attachment, specifically on **page 6 - Lawn Maintenance FPL Easement (Attached)**

Kindly review the updated version to ensure you are referencing the most current information.

Attachments:

- [Addendum #4 Lawn Maintenance FPL Easement](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Superior Landscaping & Lawn Service Inc.	X	Aug 11, 2025 8:50 AM	Jesenia Otero

ADDENDA REPORT

Invitation For Bid - Citywide Litter Control and Landscape Maintenance Services

ADDENDA REPORT

IFB No. PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

Elan Lawn and Landscape Services Inc.	X	Aug 7, 2025 6:25 PM	Michael Garcia
Juniper Landscaping of Florida LLC	X	Aug 6, 2025 5:07 PM	Tom Jacob
Tropical Touch Garden Center	X	Aug 8, 2025 9:23 AM	Mario Adler
BrightView Landscape Services, Inc.	X	Aug 4, 2025 9:22 AM	Joseph Latchana
SFM Landscape Services, LLC.	X	Aug 7, 2025 3:06 PM	Christian Infante
Grow Care Outdoor Solutions	X	Aug 11, 2025 10:08 PM	Jose Granados

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Superior Landscaping & Lawn Service Inc.	X	Aug 11, 2025 8:50 AM	Jesenia Otero
Elan Lawn and Landscape Services Inc.	X	Aug 7, 2025 6:26 PM	Michael Garcia
Juniper Landscaping of Florida LLC	X	Aug 6, 2025 5:07 PM	Tom Jacob
Tropical Touch Garden Center	X	Aug 8, 2025 9:24 AM	Mario Adler
BrightView Landscape Services, Inc.	X	Aug 7, 2025 11:02 AM	Joseph Latchana
SFM Landscape Services, LLC.	X	Aug 7, 2025 3:06 PM	Christian Infante
Grow Care Outdoor Solutions	X	Aug 11, 2025 10:08 PM	Jose Granados

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
Superior Landscaping & Lawn Service Inc.	X	Aug 11, 2025 8:50 AM	Jesenia Otero
Elan Lawn and Landscape Services Inc.	X	Aug 7, 2025 6:26 PM	Michael Garcia
Juniper Landscaping of Florida LLC	X	Aug 6, 2025 5:07 PM	Tom Jacob
Tropical Touch Garden Center	X	Aug 8, 2025 9:25 AM	Mario Adler
BrightView Landscape Services, Inc.	X	Aug 7, 2025 11:02 AM	Joseph Latchana
SFM Landscape Services, LLC.	X	Aug 7, 2025 3:06 PM	Christian Infante
Grow Care Outdoor Solutions	X	Aug 11, 2025 10:08 PM	Jose Granados

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
Superior Landscaping & Lawn Service Inc.	X	Aug 11, 2025 8:50 AM	Jesenia Otero
Elan Lawn and Landscape Services Inc.	X	Aug 7, 2025 6:26 PM	Michael Garcia
Juniper Landscaping of Florida LLC	X	Aug 6, 2025 5:07 PM	Tom Jacob
Tropical Touch Garden Center	X	Aug 8, 2025 9:26 AM	Mario Adler
BrightView Landscape Services, Inc.	X	Aug 7, 2025 11:03 AM	Joseph Latchana
SFM Landscape Services, LLC.	X	Aug 7, 2025 3:06 PM	Christian Infante

ADDENDA REPORT

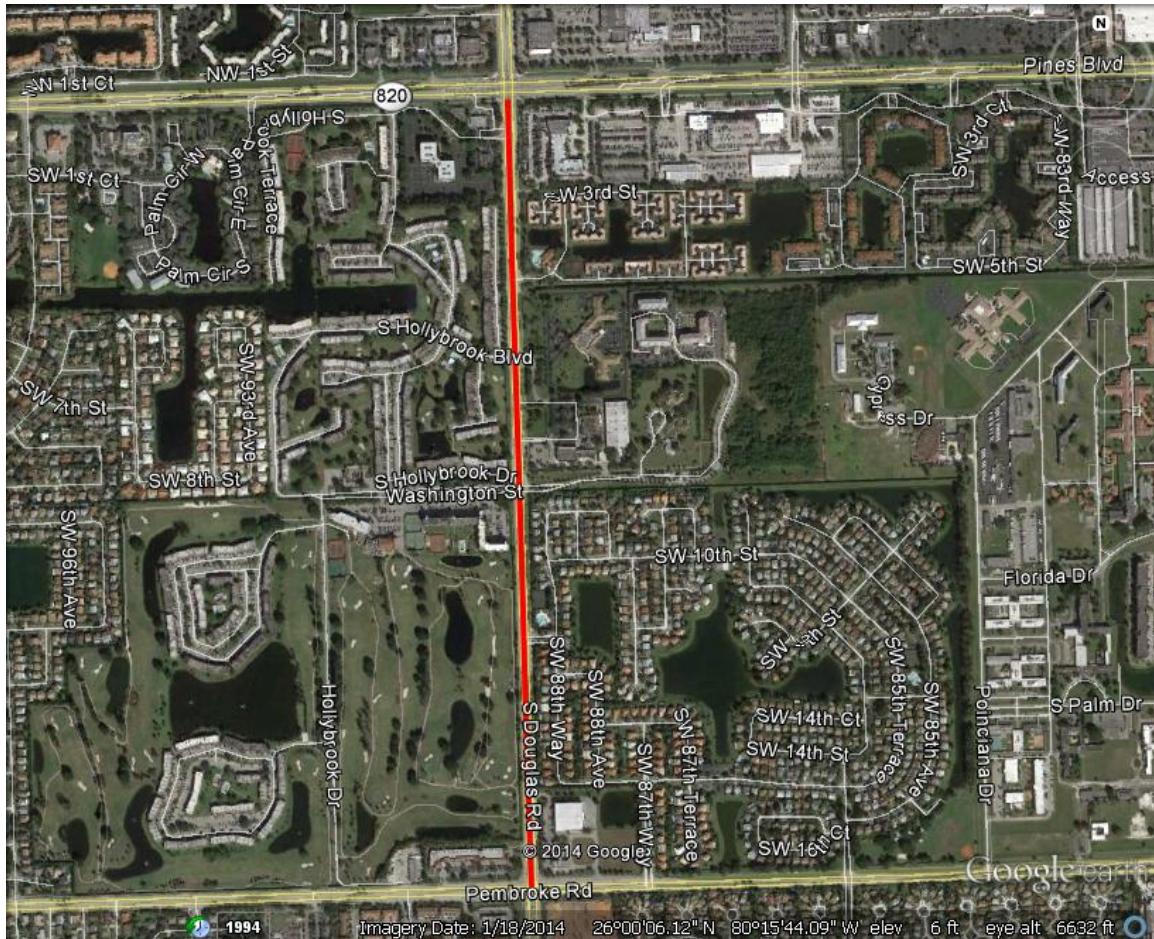
IFB No. PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

Grow Care Outdoor Solutions	X	Aug 11, 2025 10:08 PM	Jose Granados
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Exhibit "A"

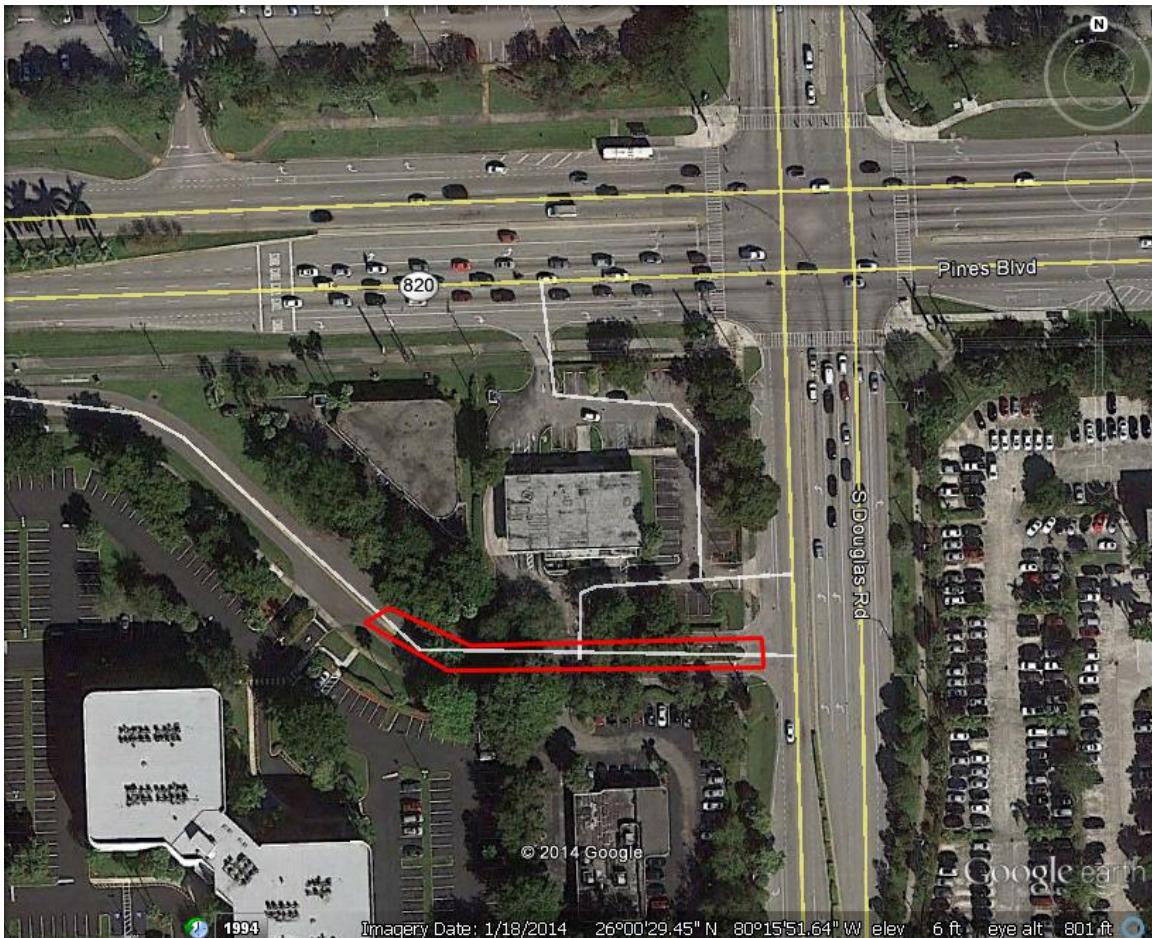
LAWN MAINTENANCE DOUGLAS ROAD- SECTION 1



- All center medians on Douglas Road from Pembroke Road to Pines Boulevard

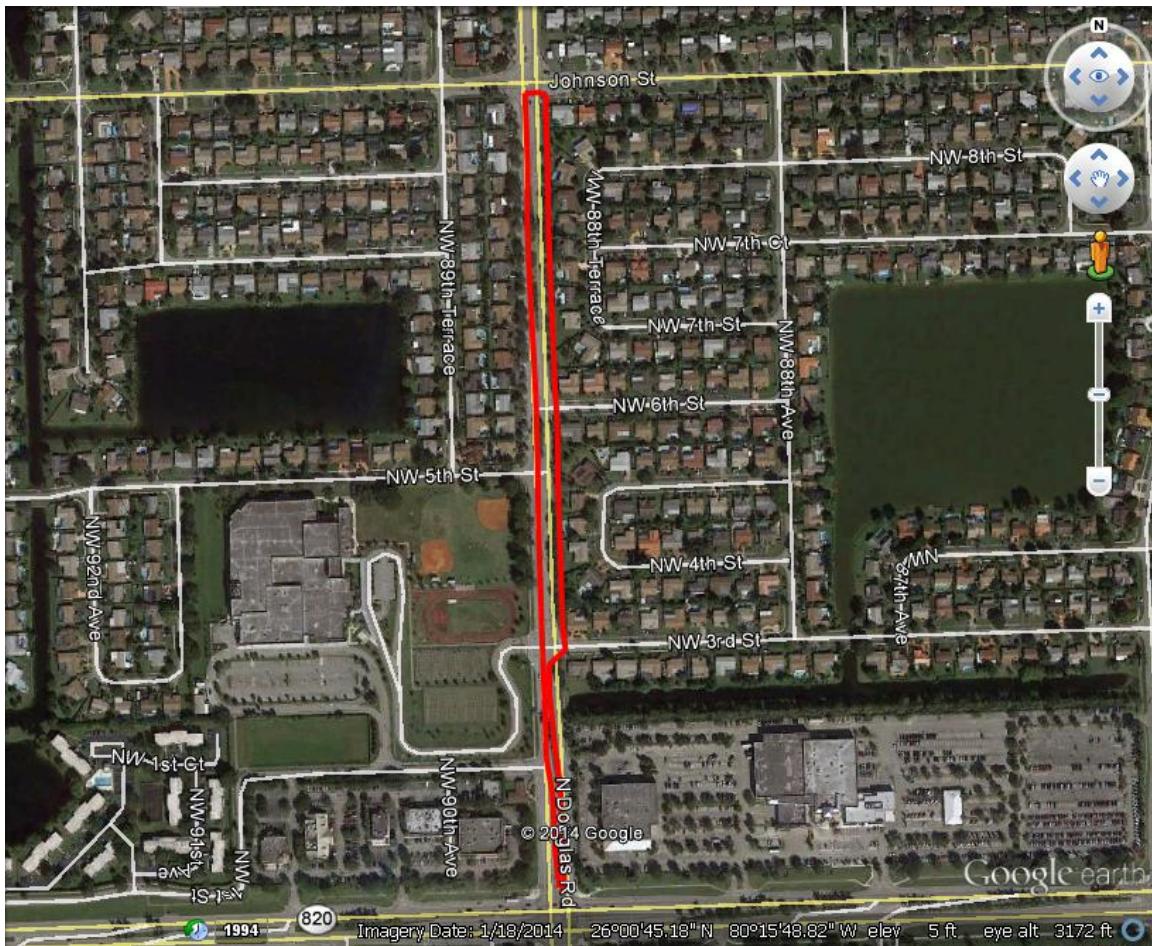
Exhibit "A"

LAWN MAINTENANCE
DOUGLAS ROAD- SECTION 2



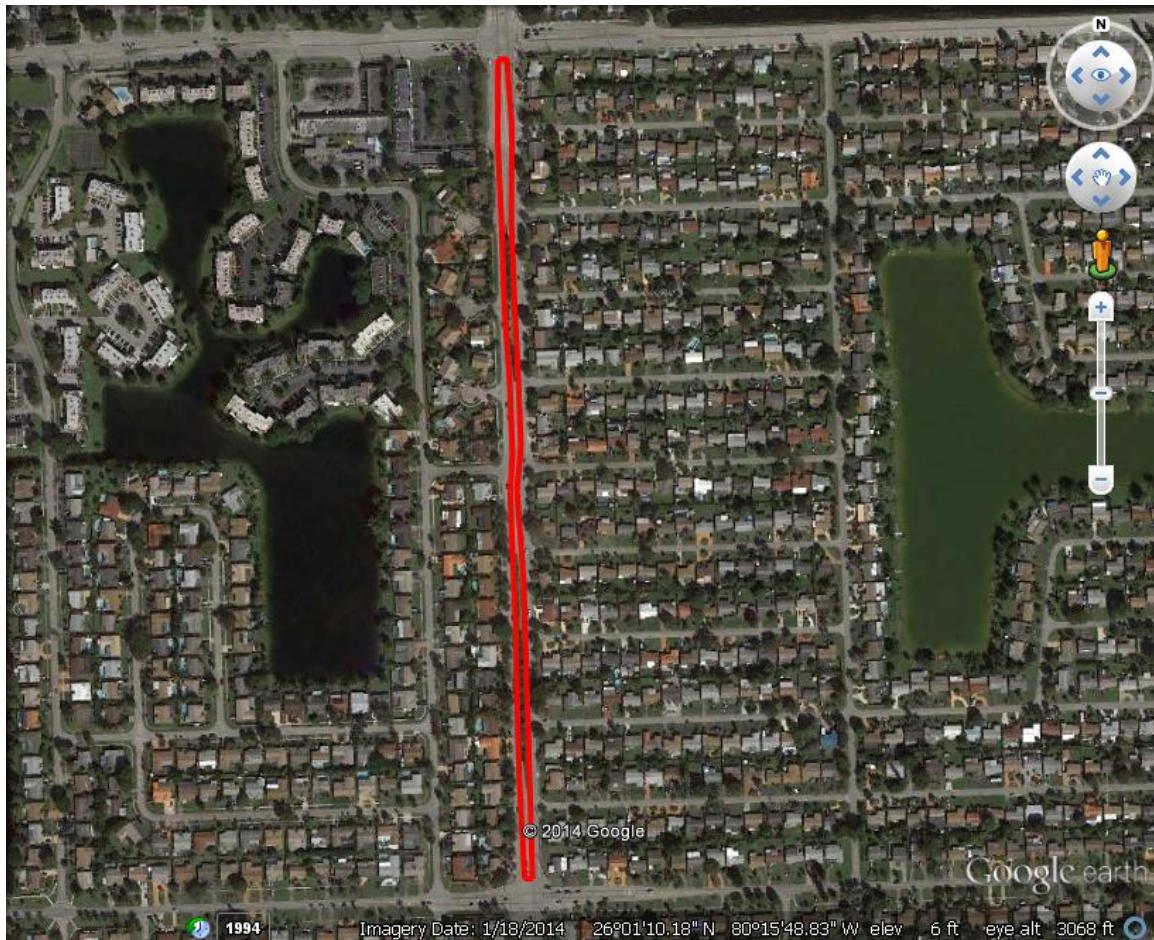
- Responsible for service road center median on southern border of property at southwest corner of Pines Boulevard and Douglas Road

LAWN MAINTENANCE **DOUGLAS ROAD- SECTION 3**



- All center medians from Pines Boulevard to Johnson Street
- Eastern swale from road's edge to fence from NW 3rd Street to Johnson Street including all vines, and tree canopy 10' over sidewalk growing over top of fence

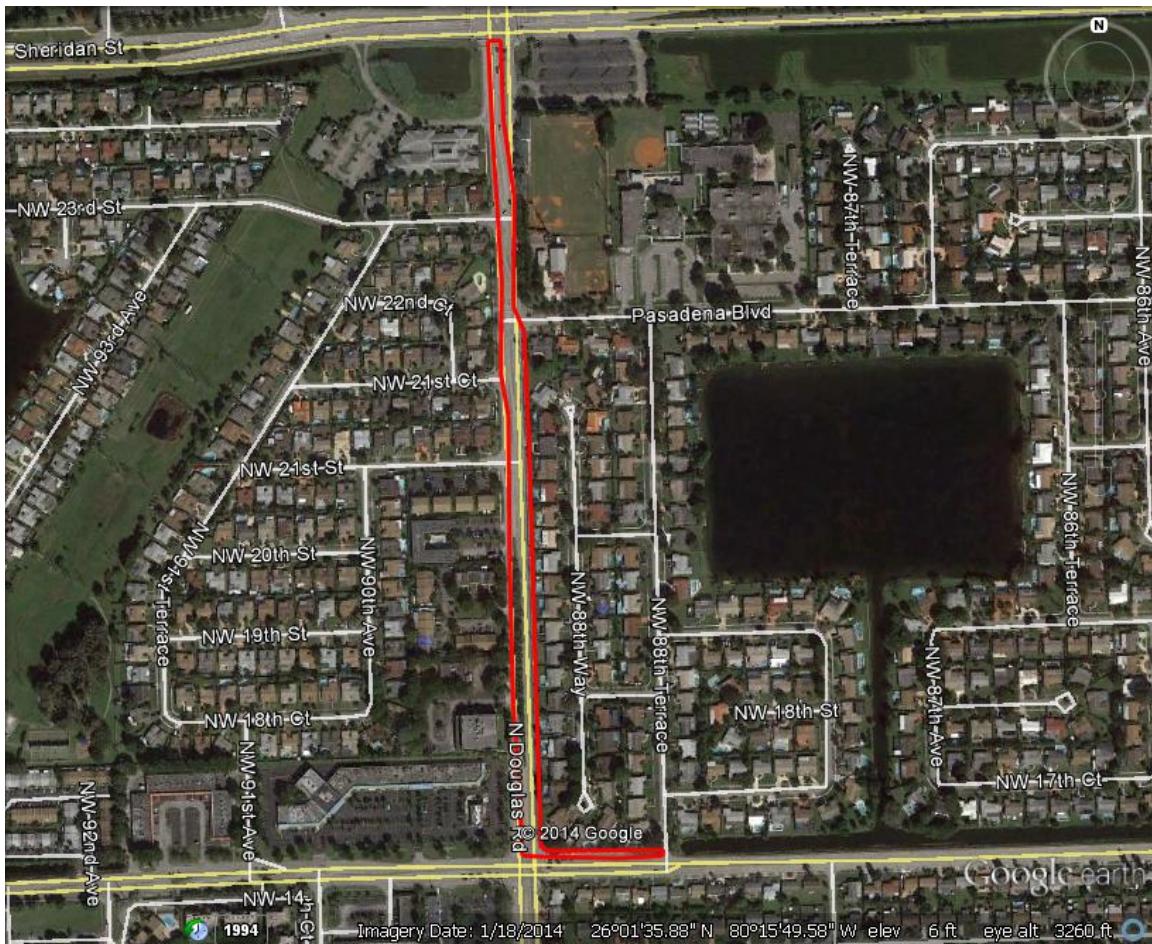
LAWN MAINTENANCE
DOUGLAS ROAD- SECTION 4



- All center medians from Johnson Street to Taft Street

Exhibit "A"

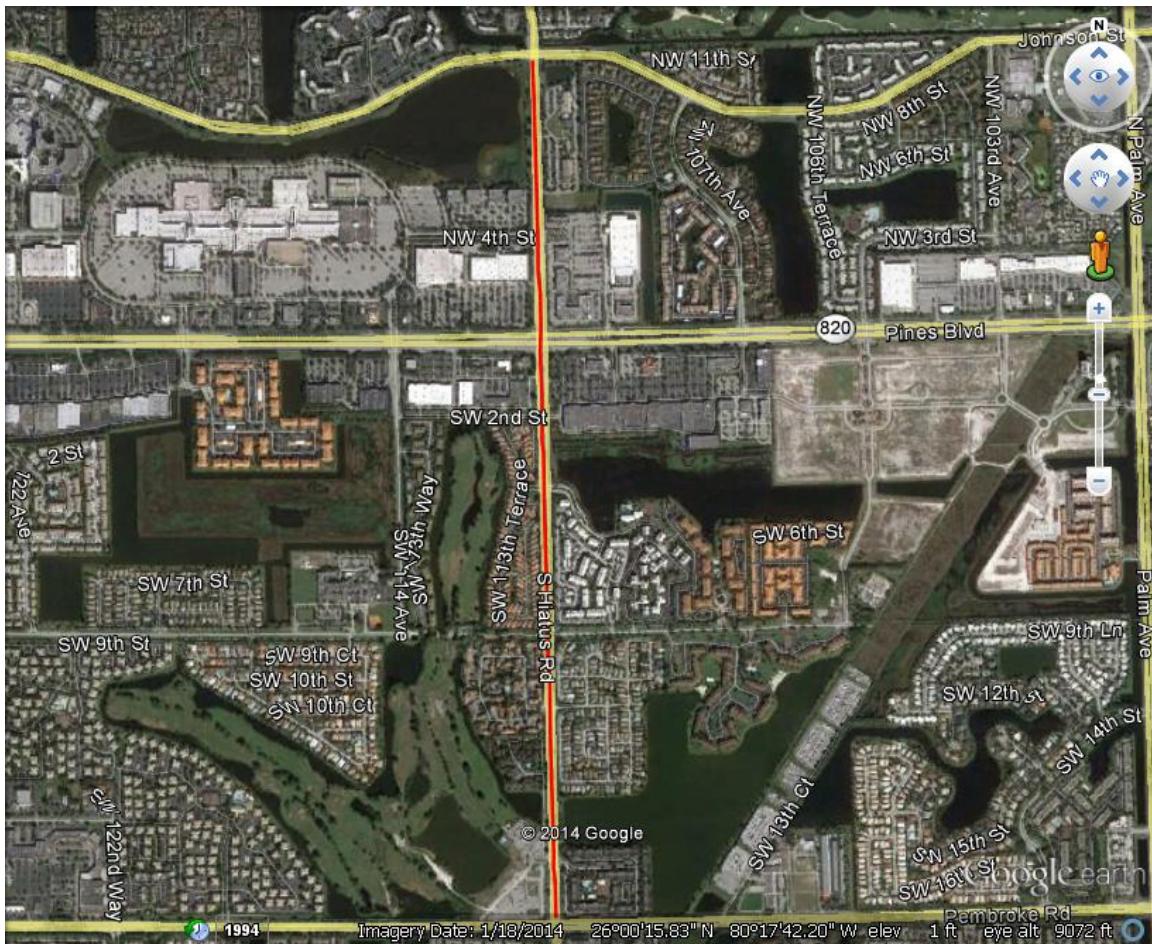
LAWN MAINTENANCE DOUGLAS ROAD- SECTION 5



- All center medians from Taft Street to Sheridan Street
- East side of Douglas: Road's edge to wall from Taft Street to Pasadena Boulevard
- North side of Taft: Road's edge to wall on Taft from Douglas to NW 88th Terrace
- Responsible for all vines and any other extra plant material hanging over the top of the wall

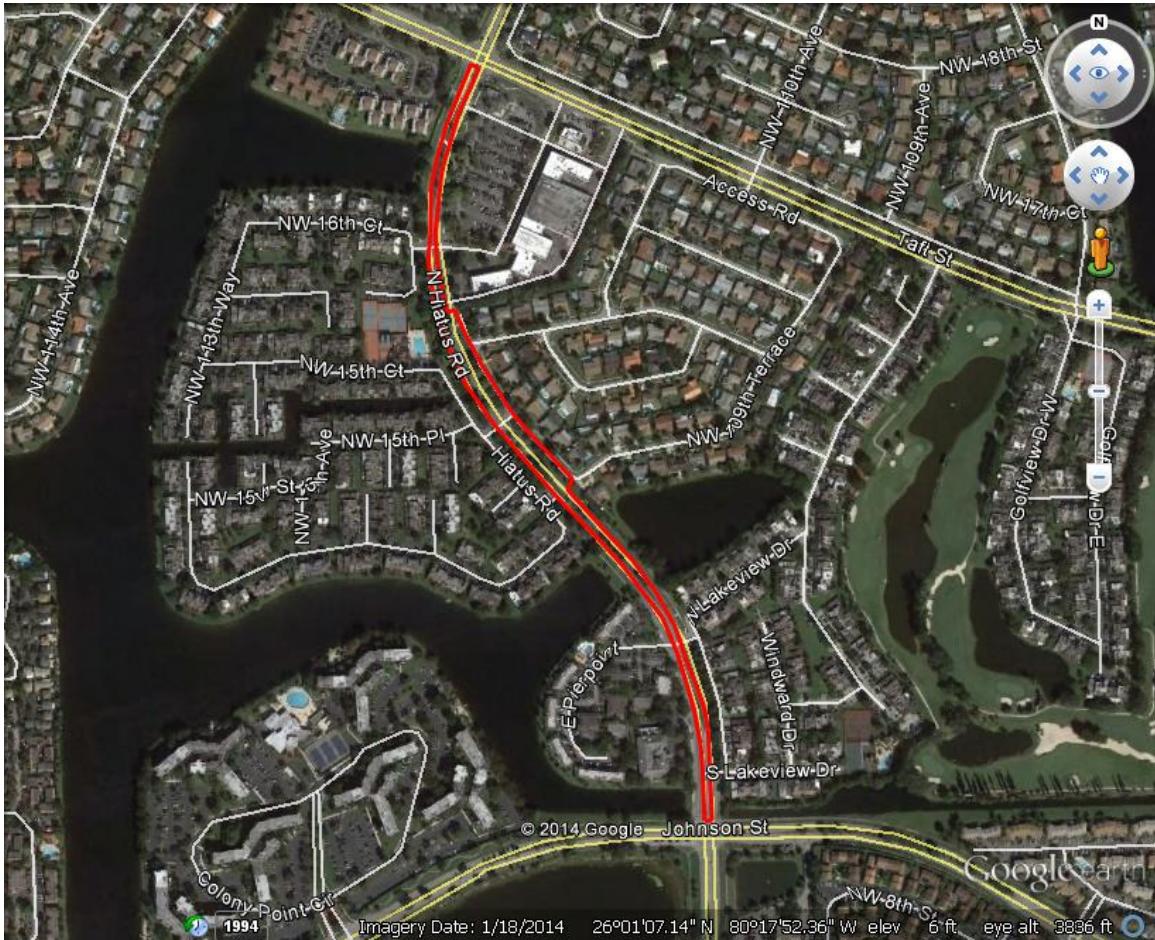
Exhibit "A"

LAWN MAINTENANCE HIATUS ROAD- SECTION 1



- All center medians Hiatus Road from Pembroke Road to Johnson Street

LAWN MAINTENANCE **HIATUS ROAD- SECTION 2**

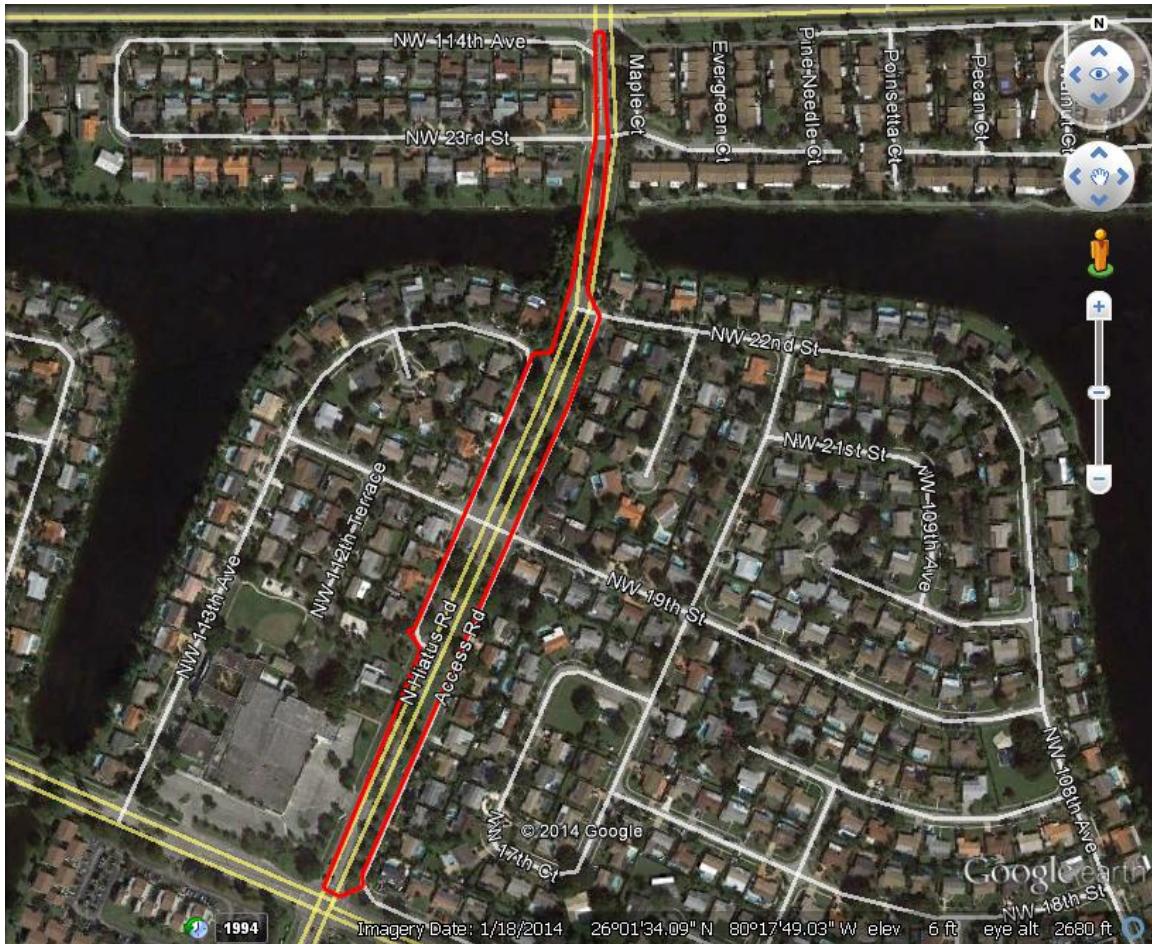


Hiatus Road from Johnson Street to Taft Street

- All center medians
- Eastern swale from residential home 11100 NW 15th Street to the southern property line of the Village Square shopping center just past NW 16th Street

Exhibit "A"

LAWN MAINTENANCE HIATUS ROAD- SECTION 3

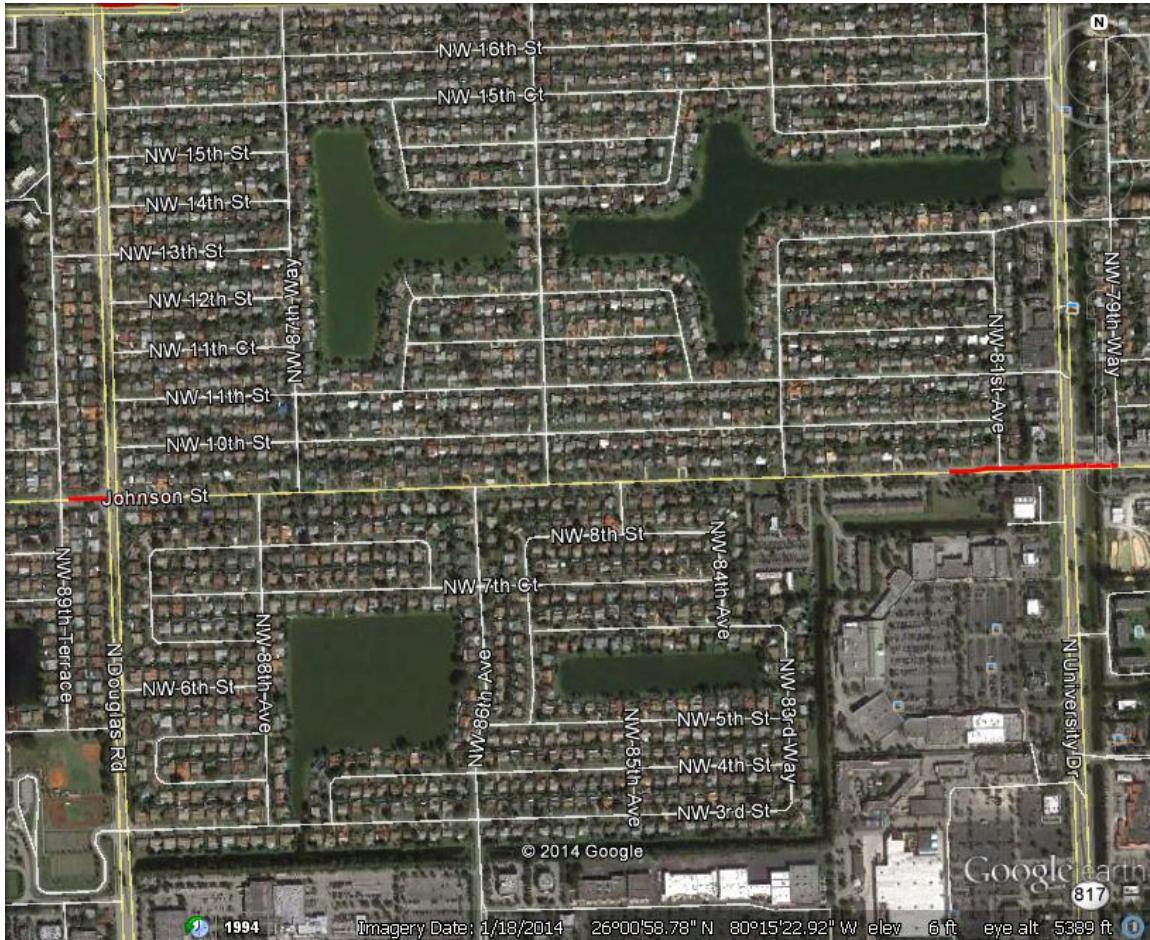


Hiatus Road from Taft Street to Sheridan Street

- All center medians
- Eastern swale (to adjacent access road's edge) from Taft Street to NW 22nd Street
- Western swale (to adjacent access road's edge) from NE corner of Pembroke Lakes Elementary to NW 22nd Street

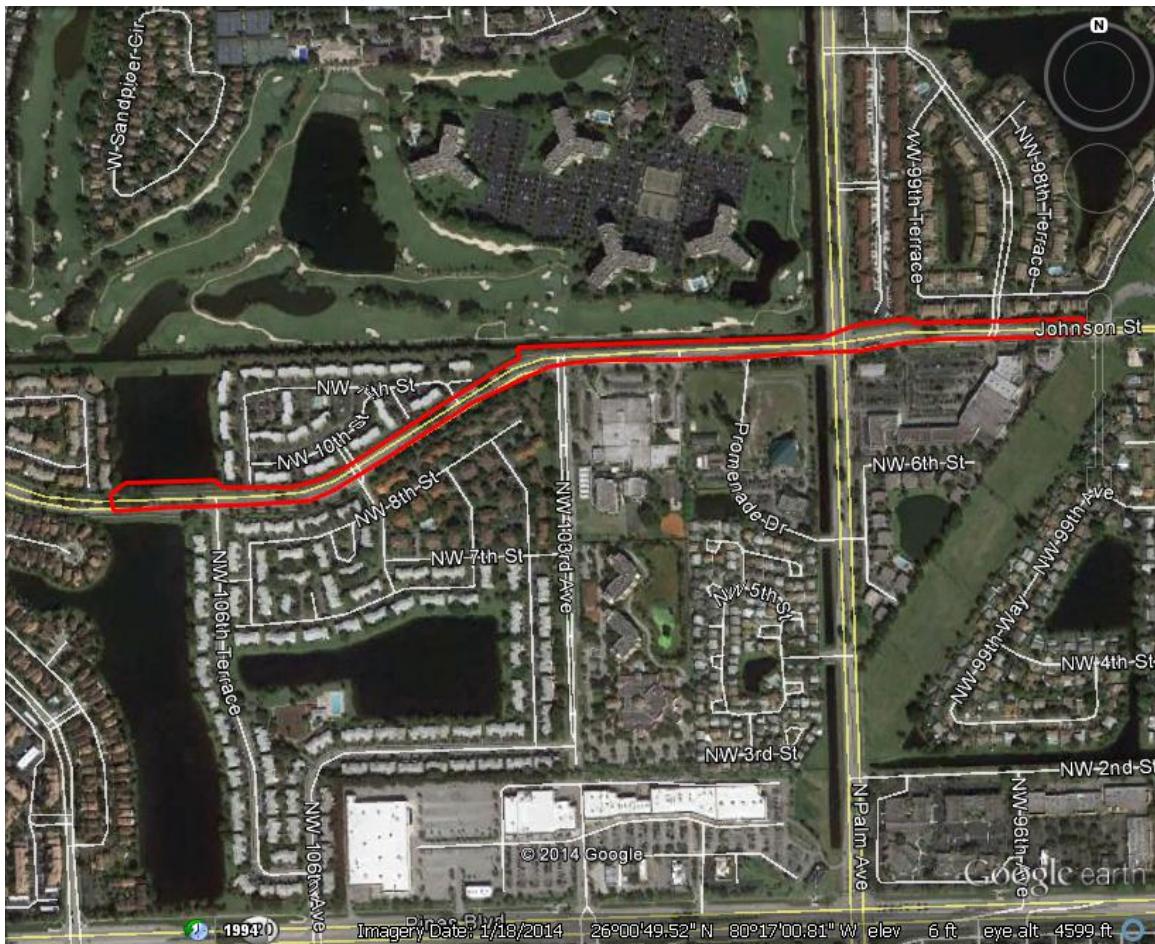
Exhibit "A"

LAWN MAINTENANCE
JOHNSON STREET- SECTION 1



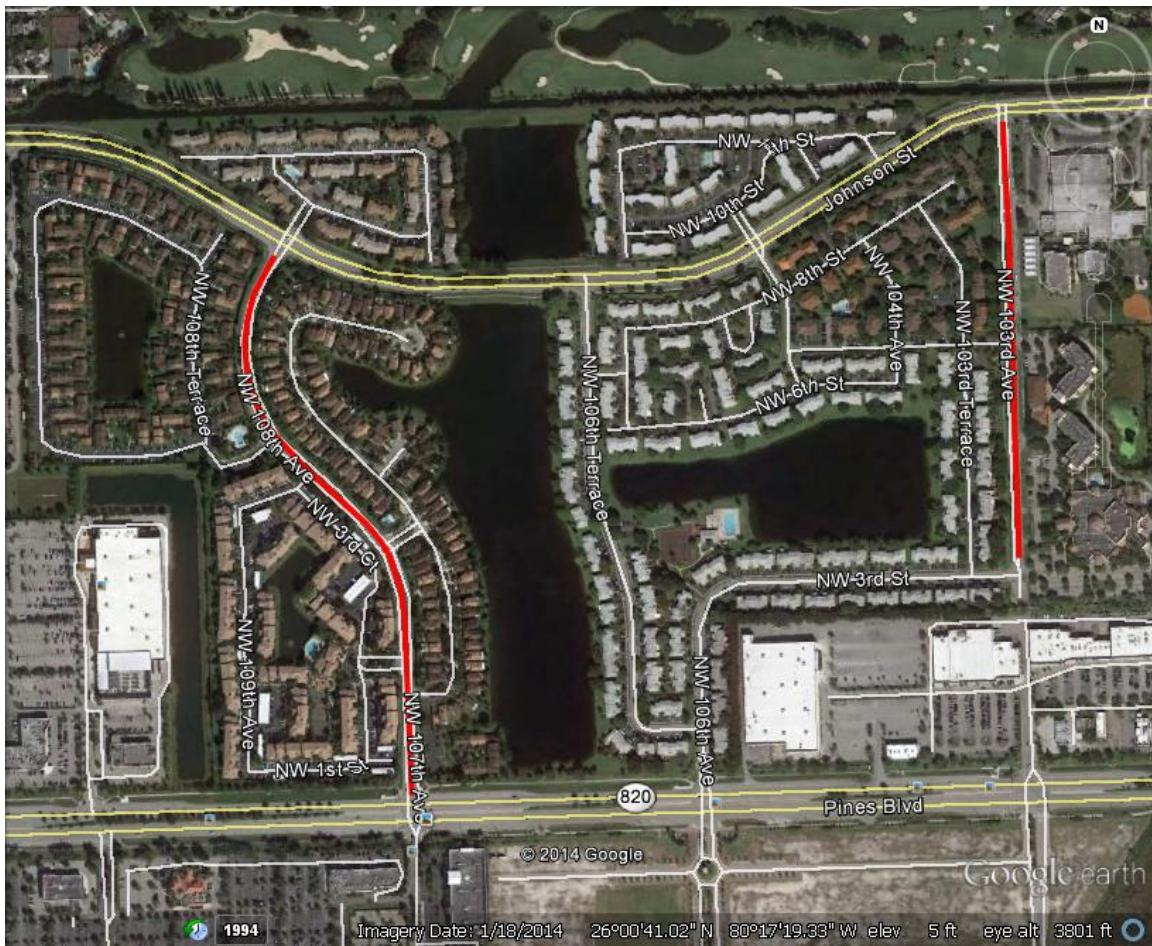
- Responsible for eliminating weeds in concrete medians in the Johnson Street intersections of University Drive and Douglas Road

LAWN MAINTENANCE
JOHNSON STREET- SECTION 2



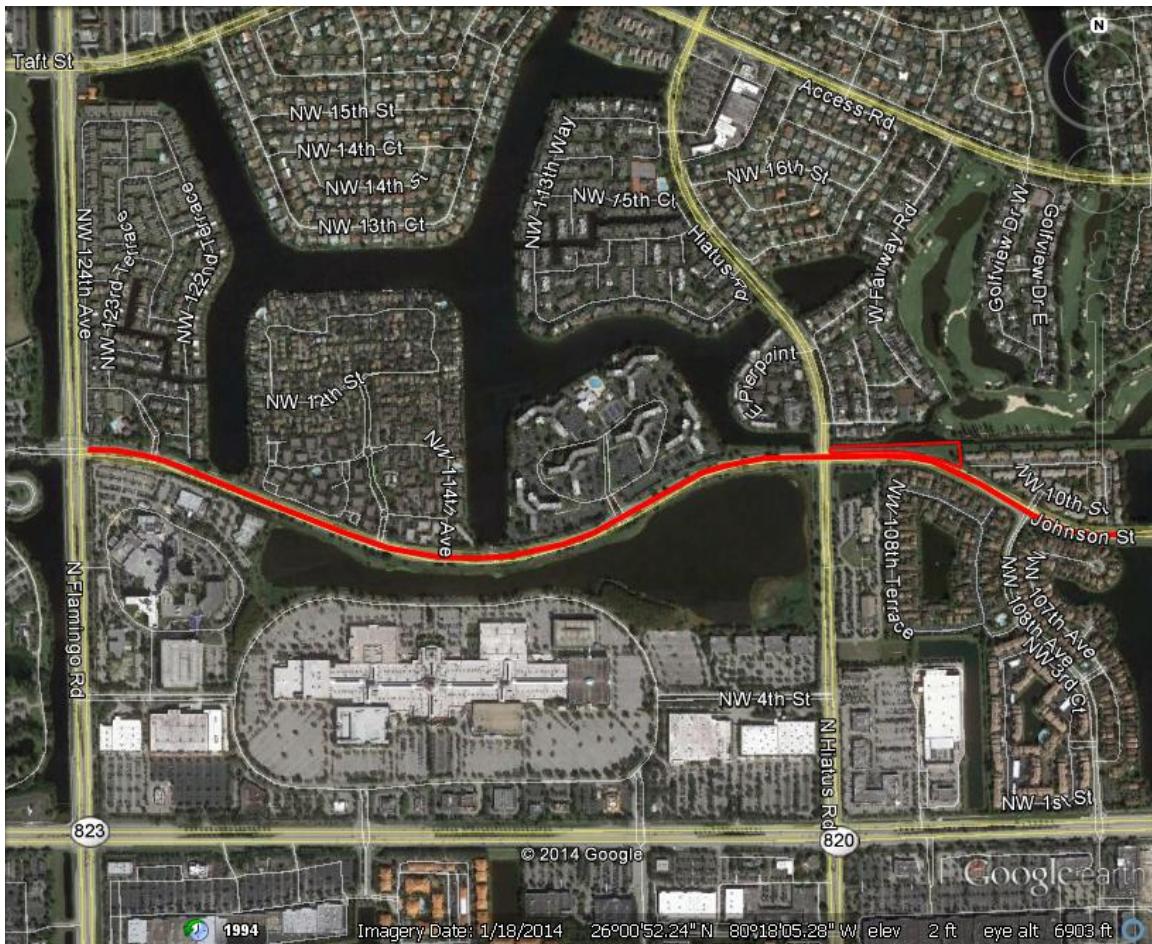
- All center medians on Johnson Street from East of Palm Avenue to lake's end beyond NW 106th Terrace
- North swale from road's edge to sidewalk from edge of FPL easement to Palm Avenue
- North swale from road's edge to water's edge from Palm Avenue to area indicated on map just west of NW 103rd Avenue
- North swale from road's edge to water's edge at lake located at NW 106th Terrace

JOHNSON STREET- SECTION 3



- Center medians on NW 103rd Avenue from Johnson Street south to NW 3rd Street
- Center medians on NW 108th Avenue from Johnson Street south to Pines Boulevard

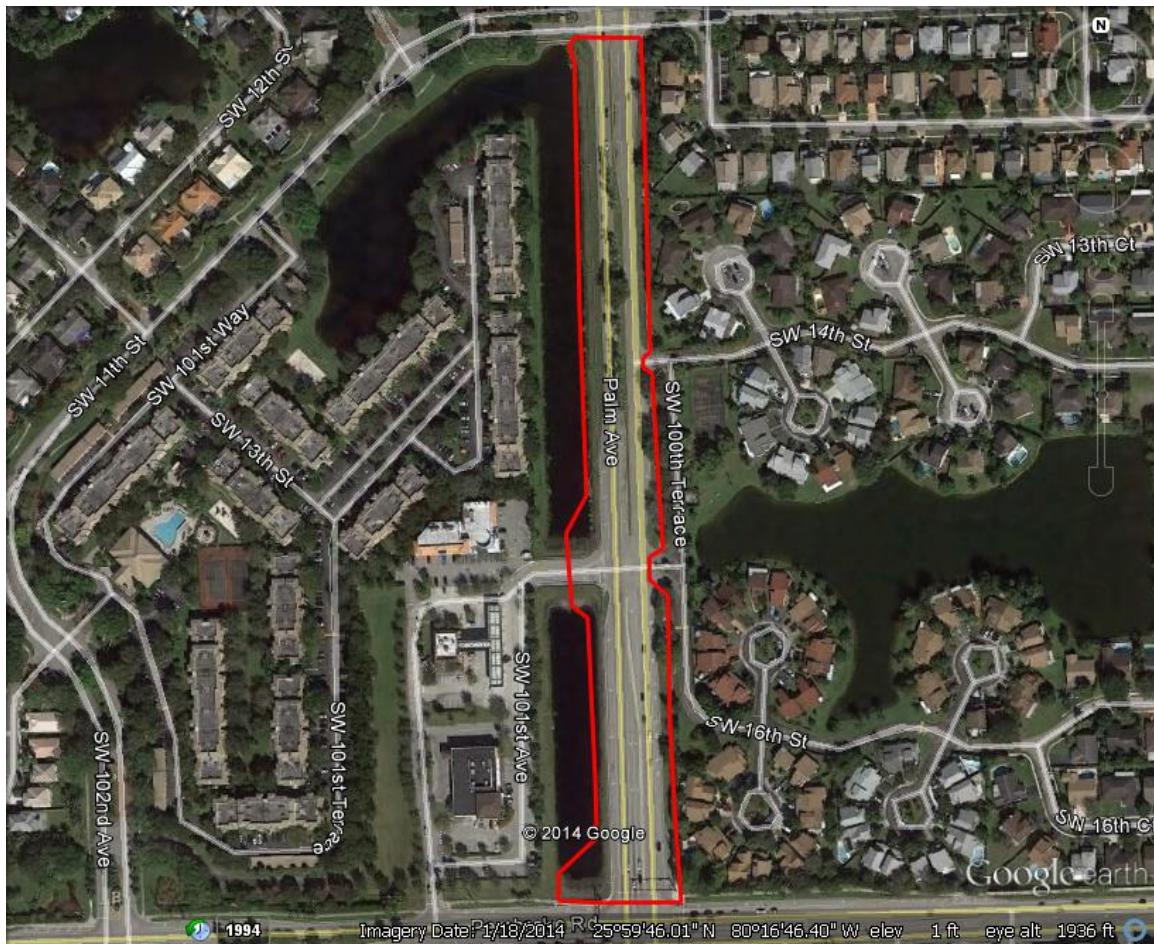
LAWN MAINTENANCE
JOHNSON STREET- SECTION 4



- All center medians on Johnson Street from approximately NW 106th Terrace to Flamingo Road
- Responsible for north swale from road's edge to water's edge beginning at western property line of last residential community (Southbridge West) and ending at Hiatus Road

Exhibit "A"

LAWN MAINTENANCE **PALM AVENUE- SECTION 1**

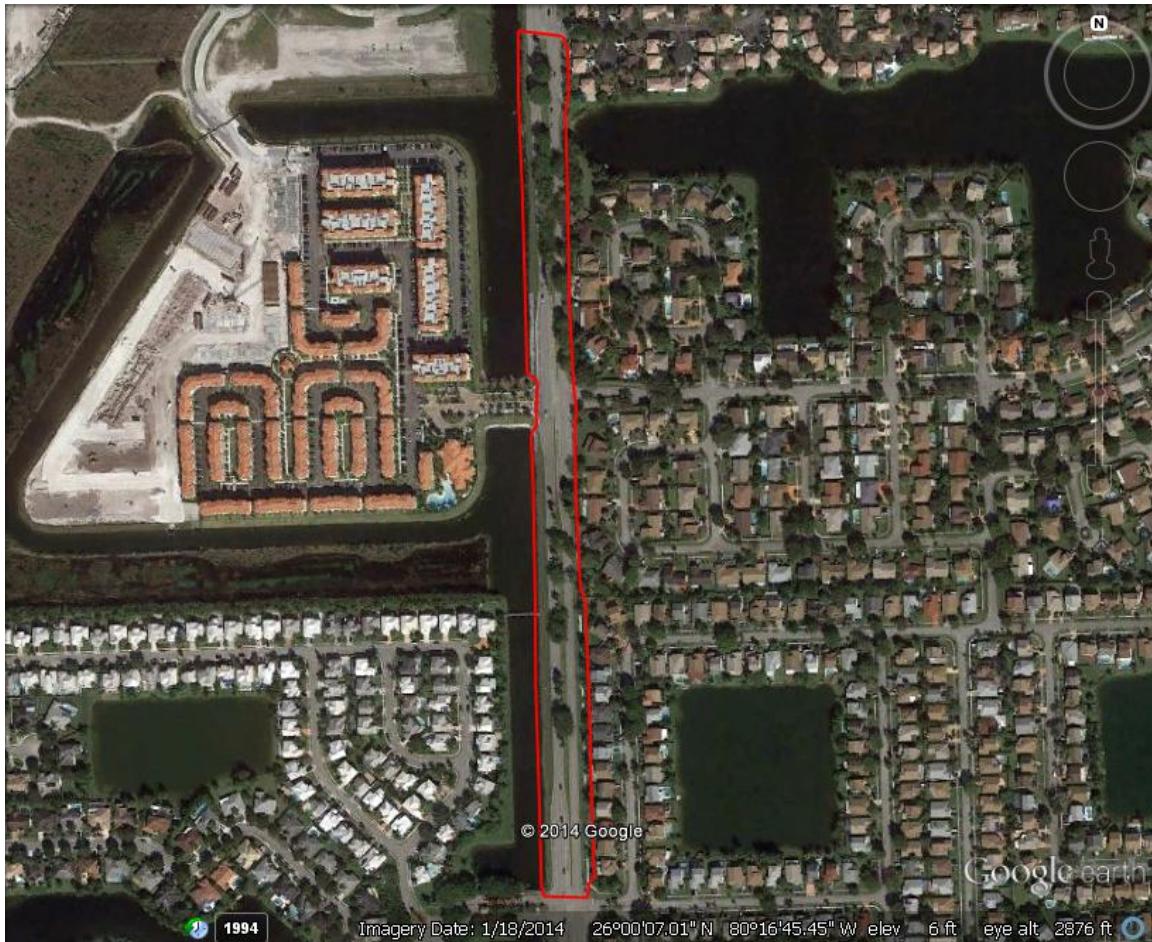


Palm Ave. from Pembroke Road to SW 14th Street

- Eastern swale from road's edge to wall or fence and all center medians
- West swale to water's edge including entire headwall culvert on Pembroke Road to the western canal edge, and headwall culverts for community entrances to western edge of canals

Exhibit "A"

LAWN MAINTENANCE
PALM AVENUE- SECTION 2

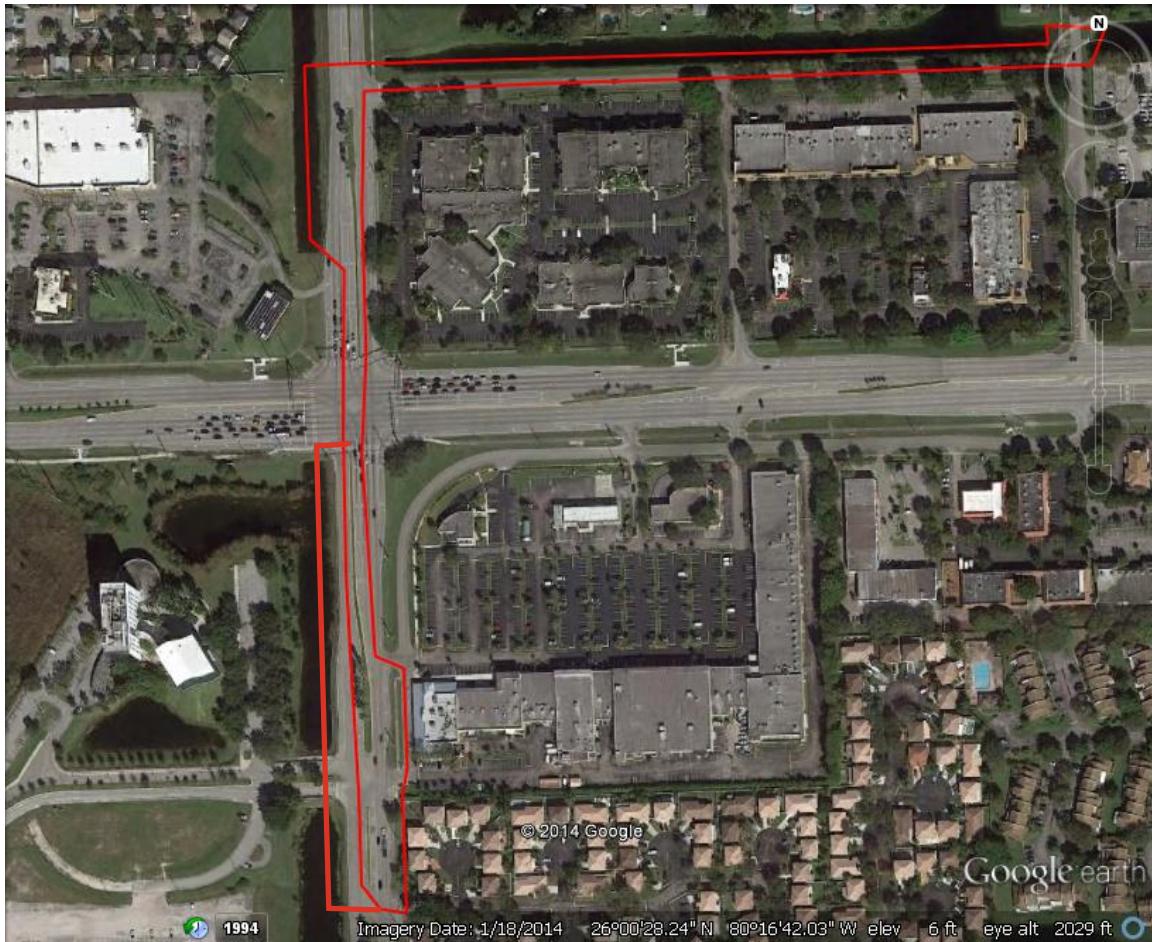


Palm Ave. from SW 14th Street to SW 3rd Street

- Eastern swale from road's edge to wall or fence, all center medians, and west swale to water's edge

Exhibit "A"

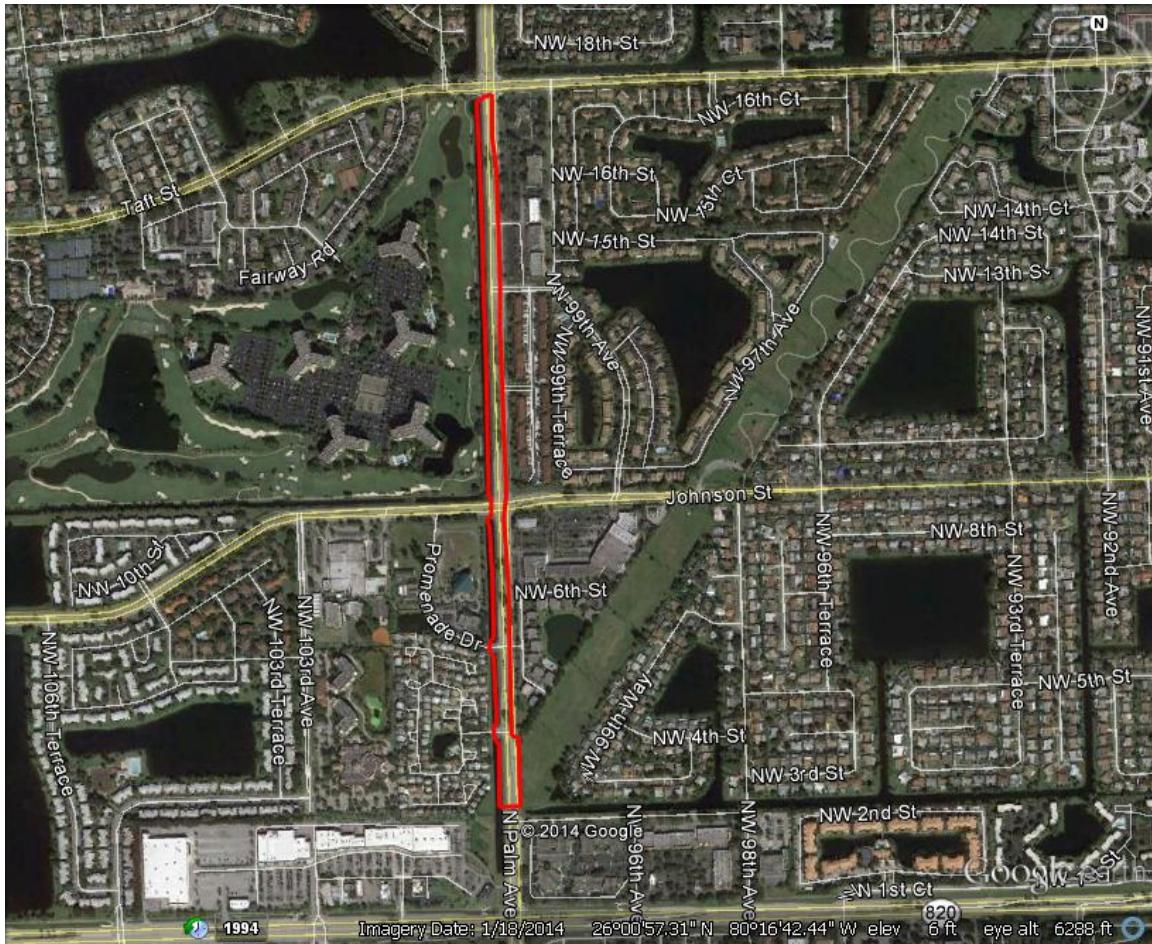
LAWN MAINTENANCE
PALM AVENUE- SECTION 3



Palm Ave. from SW 3rd Street to NW 2nd Street

- All center medians
- Eastern swale from SW 3rd Street north to end of adjacent community
- Western swale to water's edge in canal area from Pembroke Road to Sheridan Street including all headwall culverts to western edge of canal.
- Responsible for services on NW 2nd Street from road's edge to water's edge between Palm Avenue and NW 98th Avenue, including Ficus hedge trimming to be maintained at 8' height
- Responsible for services at the culvert at junction of NW 98th Avenue and NE 2nd Street

LAWN MAINTENANCE
PALM AVENUE- SECTION 4

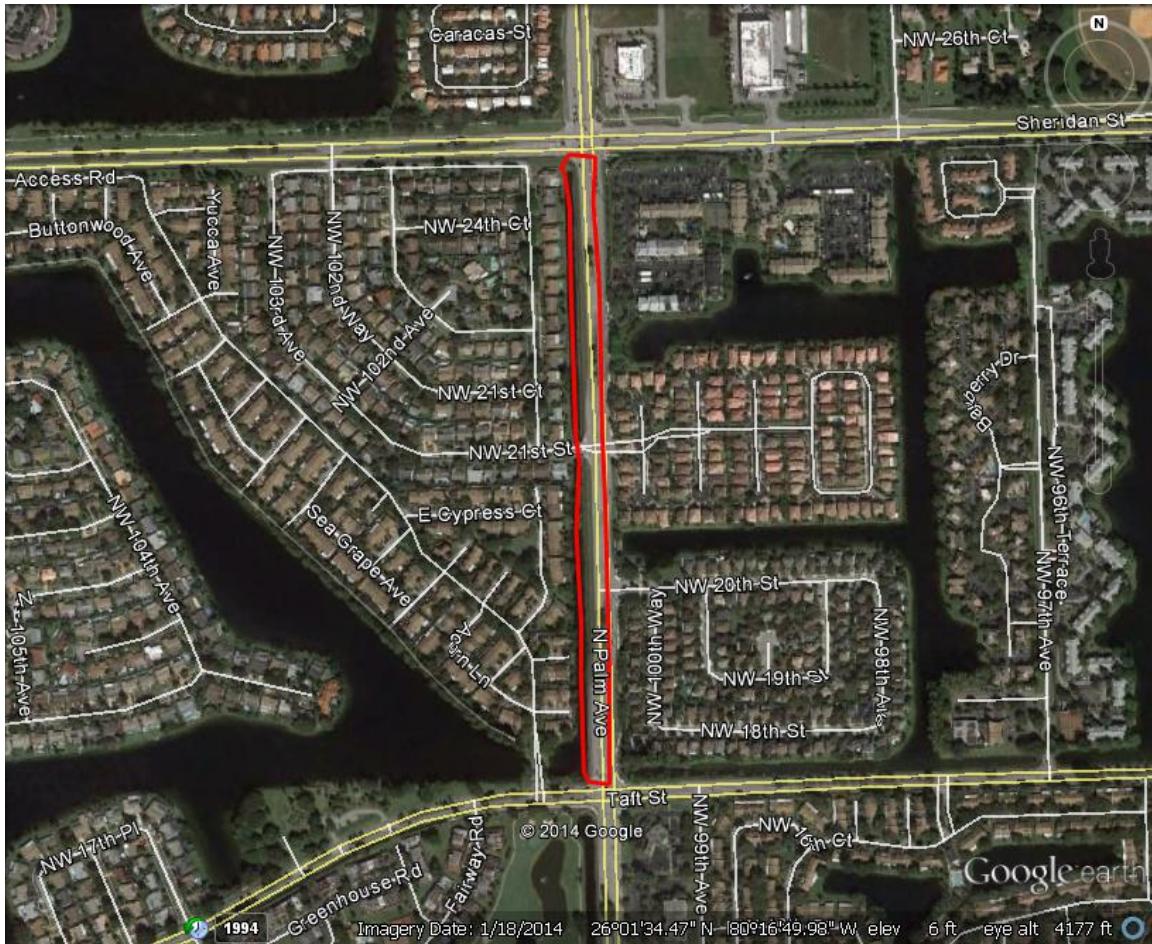


Palm Ave. from NW 2nd Street to Taft Street

- All center medians and western swale to water's edge including all headwall culverts to western edge of canal

Exhibit "A"

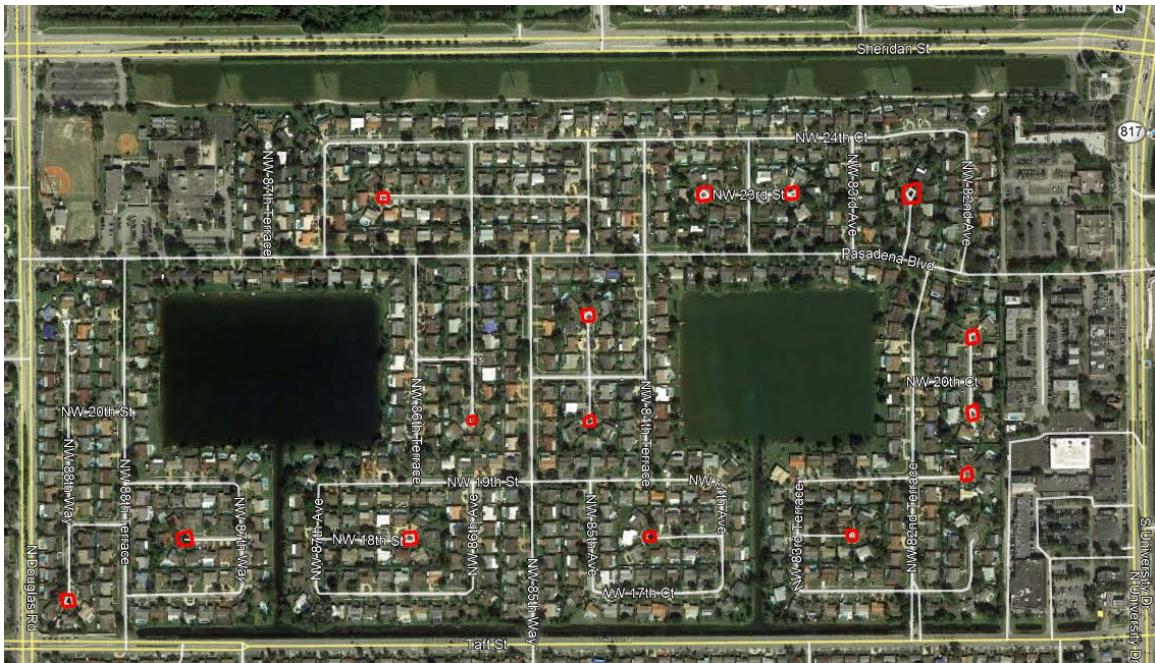
LAWN MAINTENANCE PALM AVENUE- SECTION 5



Palm Ave. from Taft Street to Sheridan Street

- All center medians and western swale to water's edge including headwall culverts to west edge of canal
- Trim buttonwood hedge along canal bank west side of Palm Ave at 6' feet

LAWN MAINTENANCE PASADENA LAKES CUL-DE-SACS

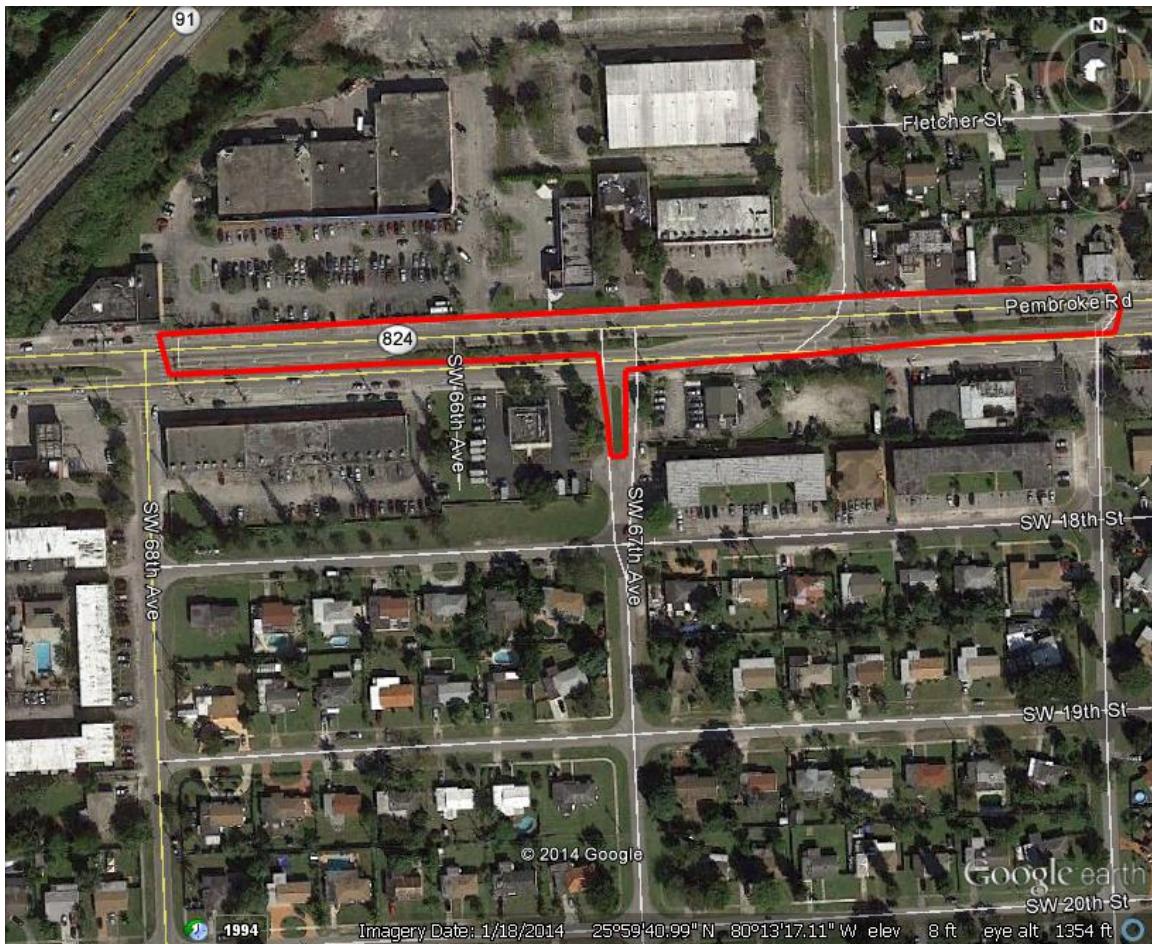


**Various cul-de-sacs west of University drive, east of Douglas road,
North of Taft Street, and South of Sheridan Street.**

- Responsible to maintain resident planted grasses, trees, hedges, and trees within the 15 identified cul-de-sacs.
 - 4 on NW 18th Street
 - 1 on NW 19th Street
 - 3 on NW 23rd Street
 - 2 on NW 82nd Ave
 - 1 on NW 82nd Way
 - 2 on NW 85th Ave
 - 1 on NW 86th Ave
 - 1 on NW 88th Way

Exhibit "A"

LAWN MAINTENANCE
PEMBROKE ROAD, SECTION 1

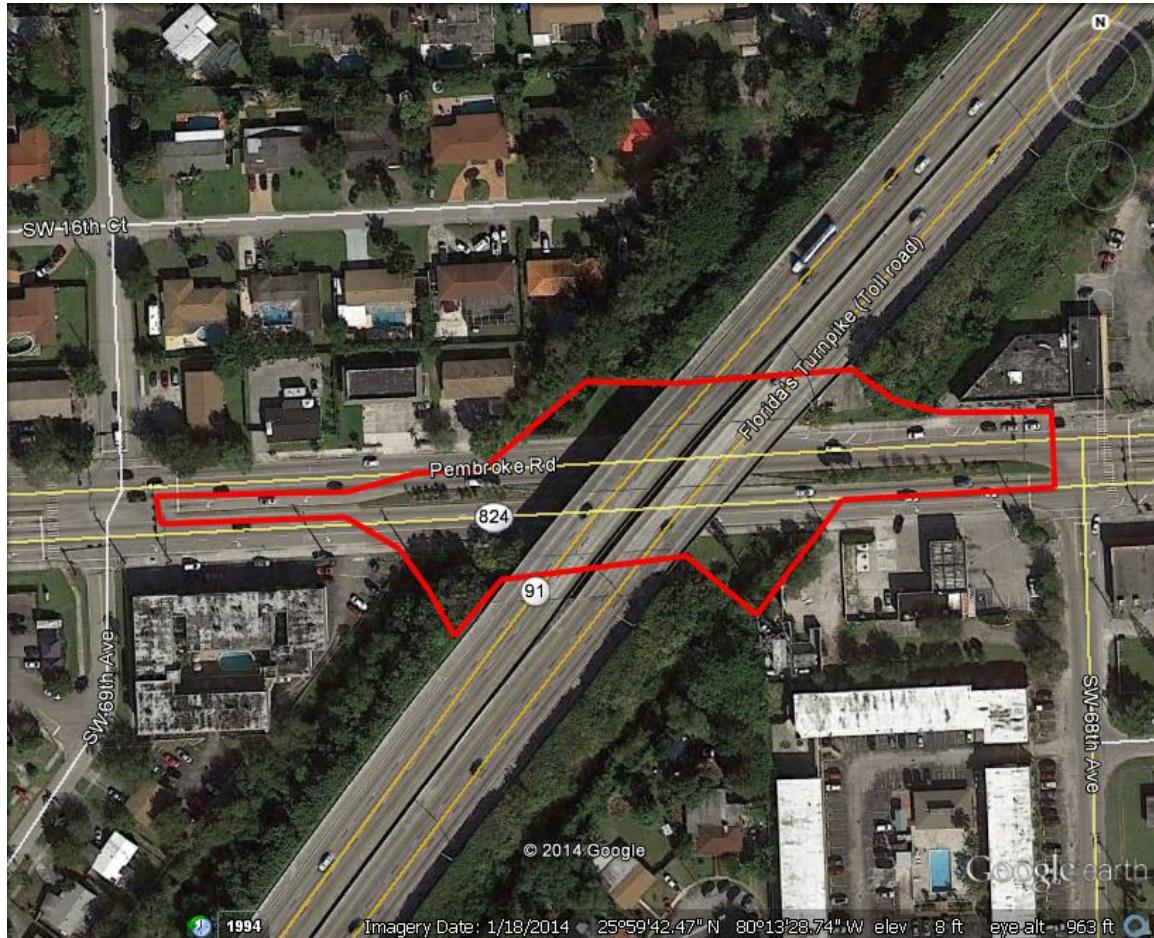


Pembroke Road SW 66 Ave to SW 68 Ave

- Street to Sidewalk on north side of Pembroke Road
- All center medians from SW 66th Avenue to SW 68th Avenue
- Center median south of Pembroke Road at SW 67th Avenue

Exhibit "A"

LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 2

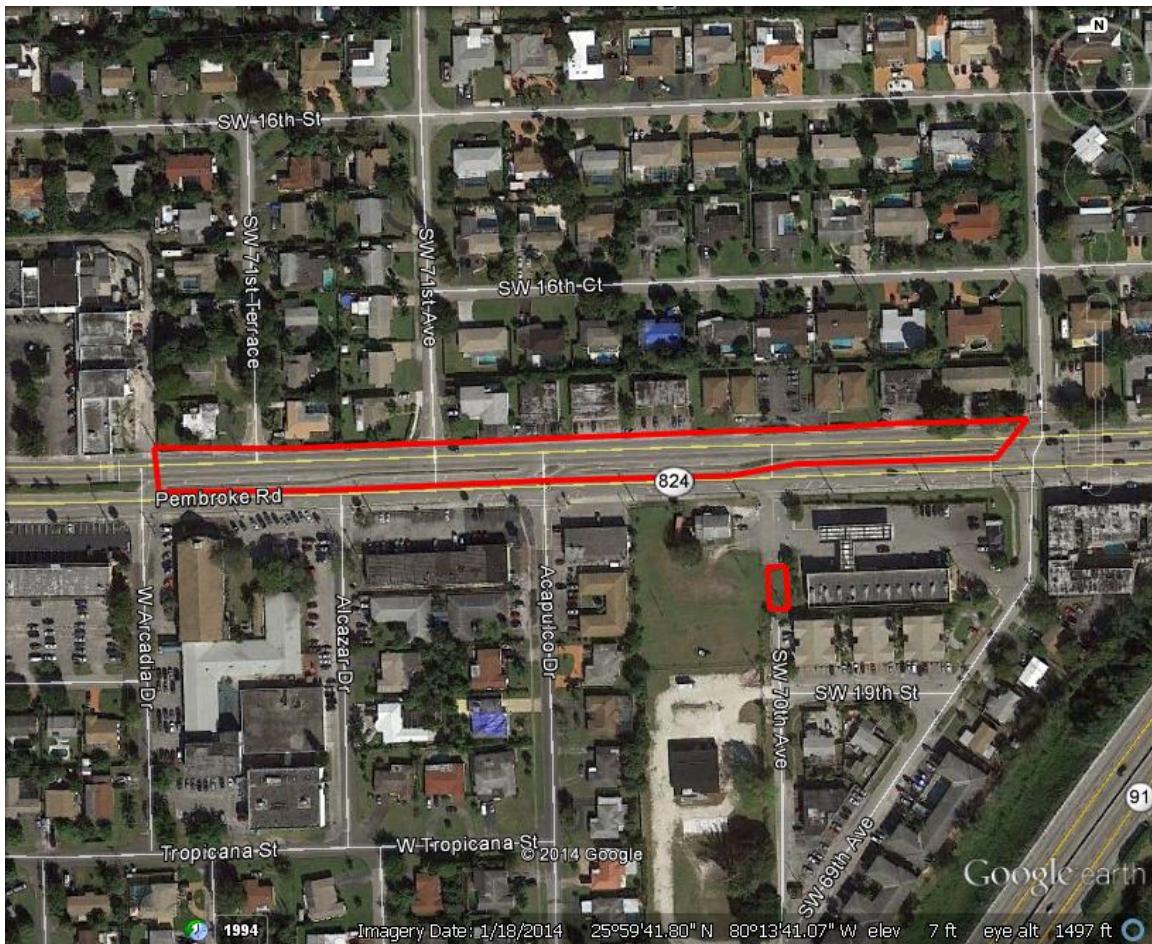


Pembroke Road SW 68 Ave to SW 69 Ave.

- All medians from SW 68th Avenue to SW 69th Avenue
- NE, SE, SW, and NW swales surrounding Turnpike Overpass to fences including trash clean-up in concrete areas under overpass
- Responsible for keeping fences clear of vines and other vegetation

Exhibit "A"

LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 3

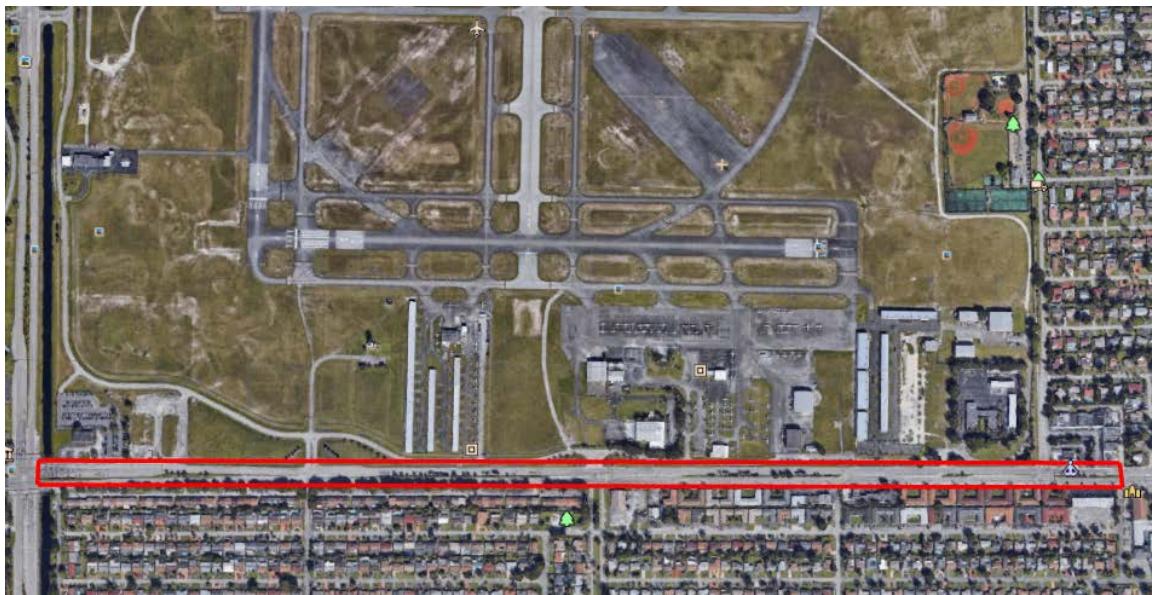


Pembroke Road SW 69 Ave to West Arcadia Drive

- Street to Sidewalk north side of Pembroke Road
- All center medians from SW 69th Avenue to West Arcadia Drive
- Responsible for small grassed area south of Pembroke Road in line with SW 70th Avenue west of gas station

Exhibit "A"

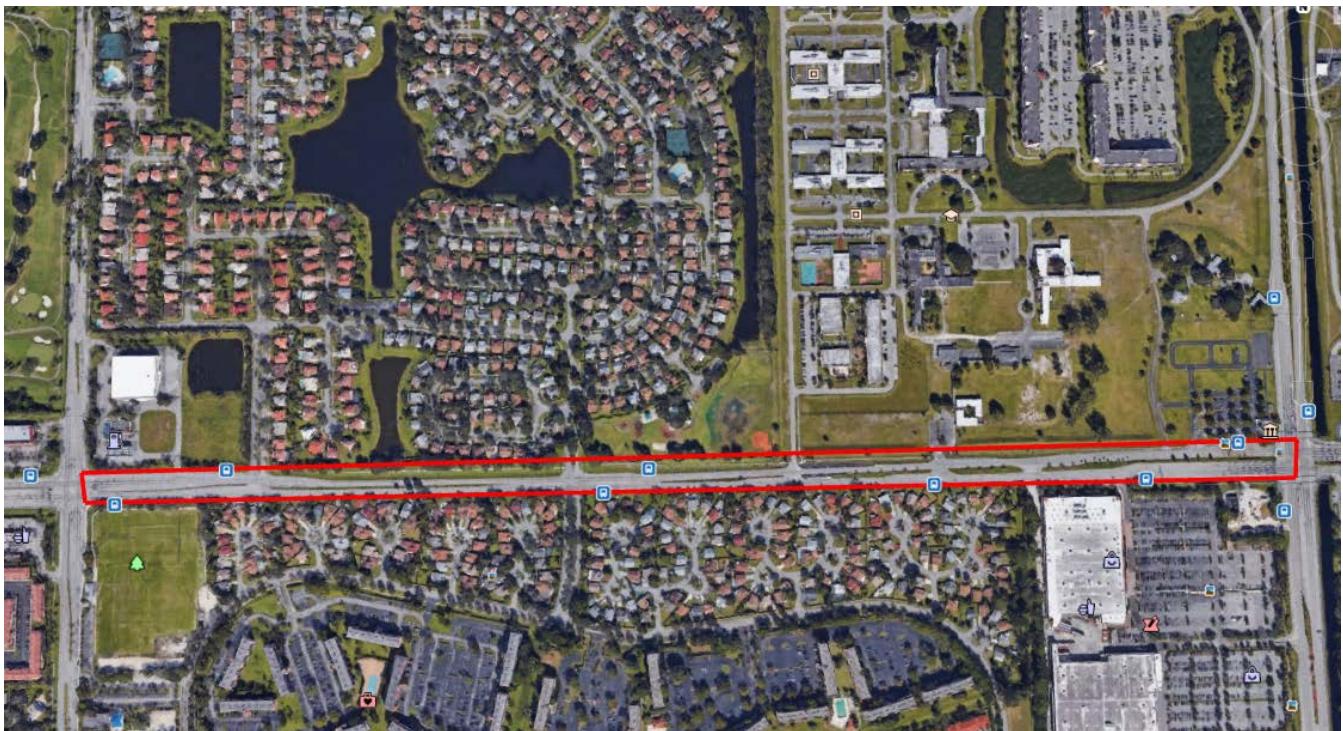
LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 4



- All center medians from Arcadia Drive to University Drive

Exhibit "A"

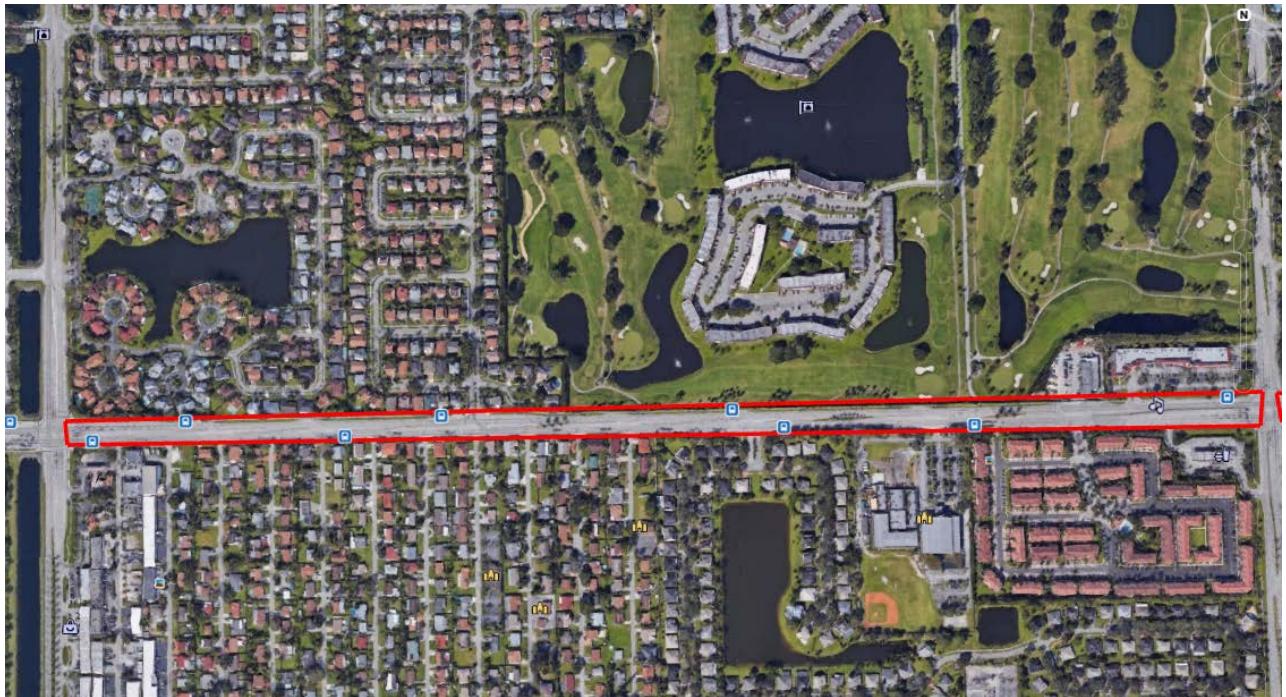
LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 5



- All center medians from University Drive to Douglas Road

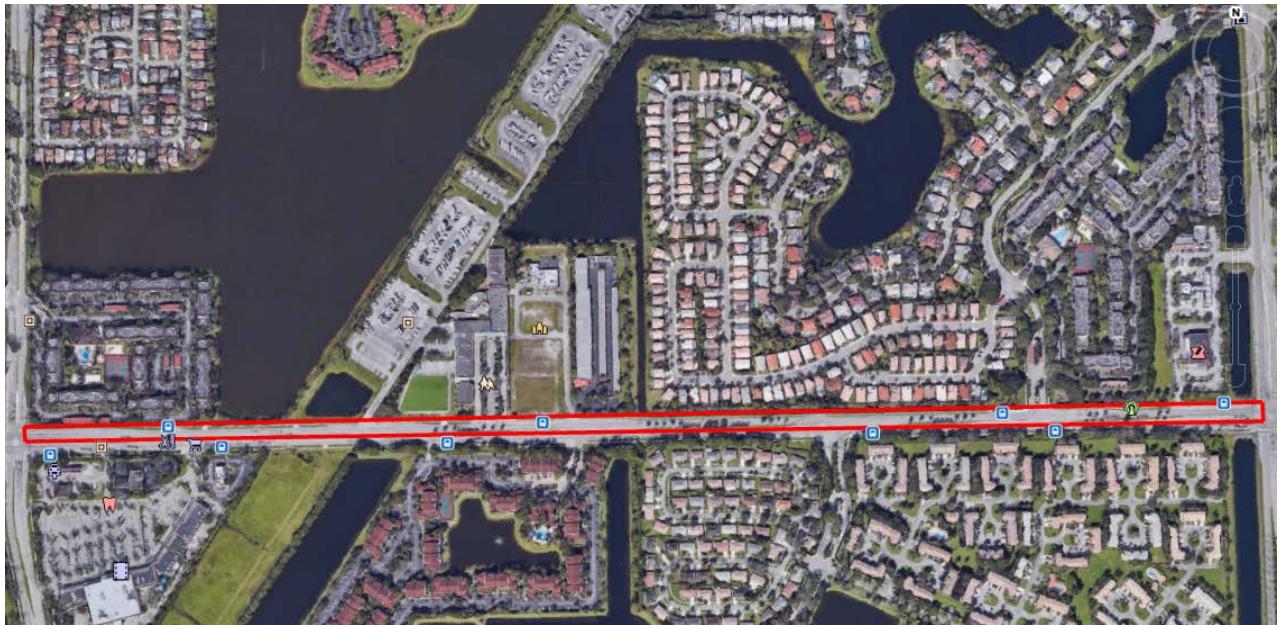
Exhibit "A"

LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 6



- Street to Sidewalk on north side of Pembroke Road and all center medians from Douglas Road to Palm Ave

LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 7

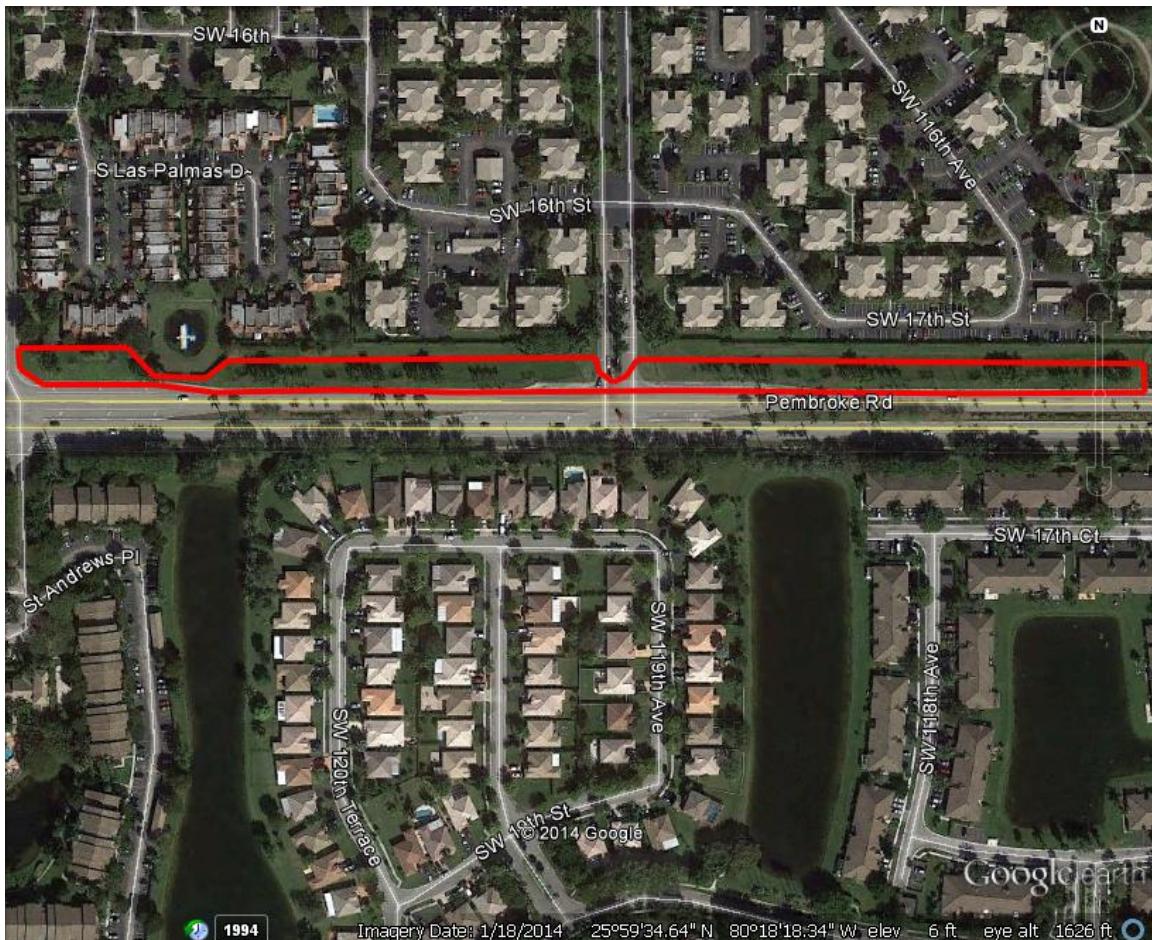


Pembroke Road from Palm Ave to Hiatus

- Street to Sidewalk on the north side of Pembroke Road from Palm Avenue to Hiatus Road

Exhibit "A"

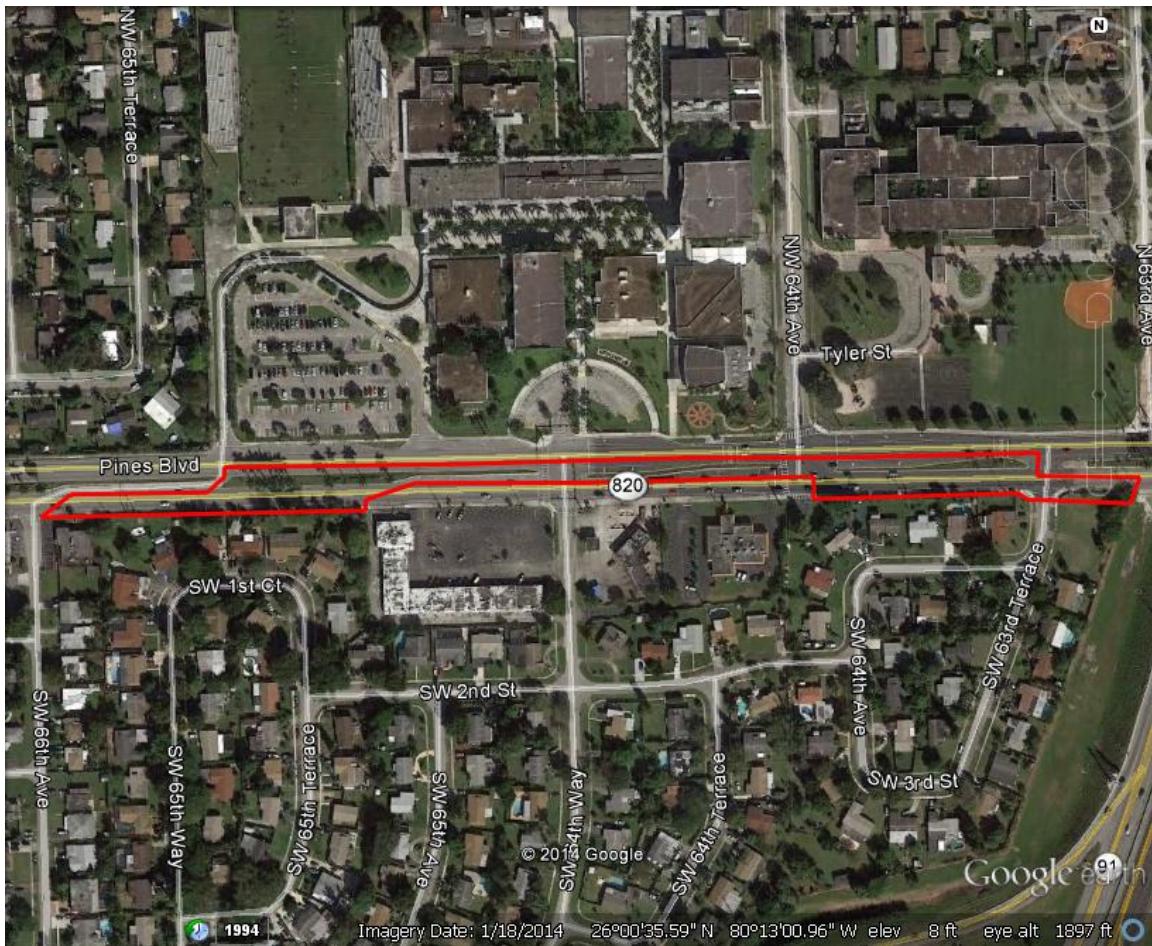
LAWN MAINTENANCE
PEMBROKE ROAD- SECTION 8



- Street to the fence line/wall of Images and Las Palmas on the north side of Pembroke Road from approximately SW 116th Avenue to SW 122nd Way (includes retention area)
- Hedge maintained by others

Exhibit "A"

LAWN MAINTENANCE
PINES BOULEVARD- SECTION 1

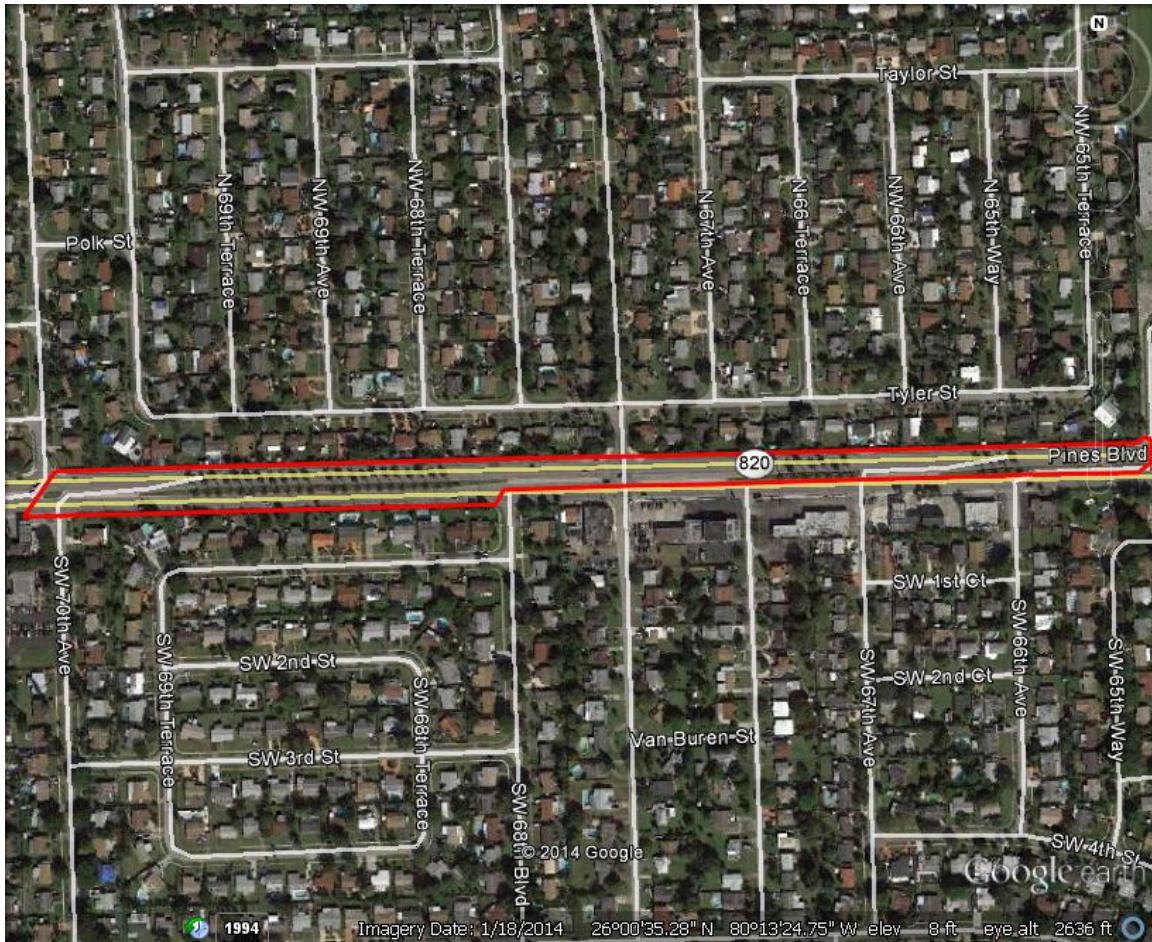


Pines Blvd Turnpike to NW 66 Ave.

- All center medians starting from first full median west of Turnpike overpass to 66th Avenue
- South swale from road's edge to adjacent property fence on Pines Boulevard from SW 63rd Terrace to NW 64th Avenue and approximately SW 65th Avenue to SW 66th Avenue
- Responsible for area east of SW 63rd Terrace to Turnpike right-of-way for keeping sidewalk clear of vegetation and grass maintained from road to sidewalk

Exhibit "A"

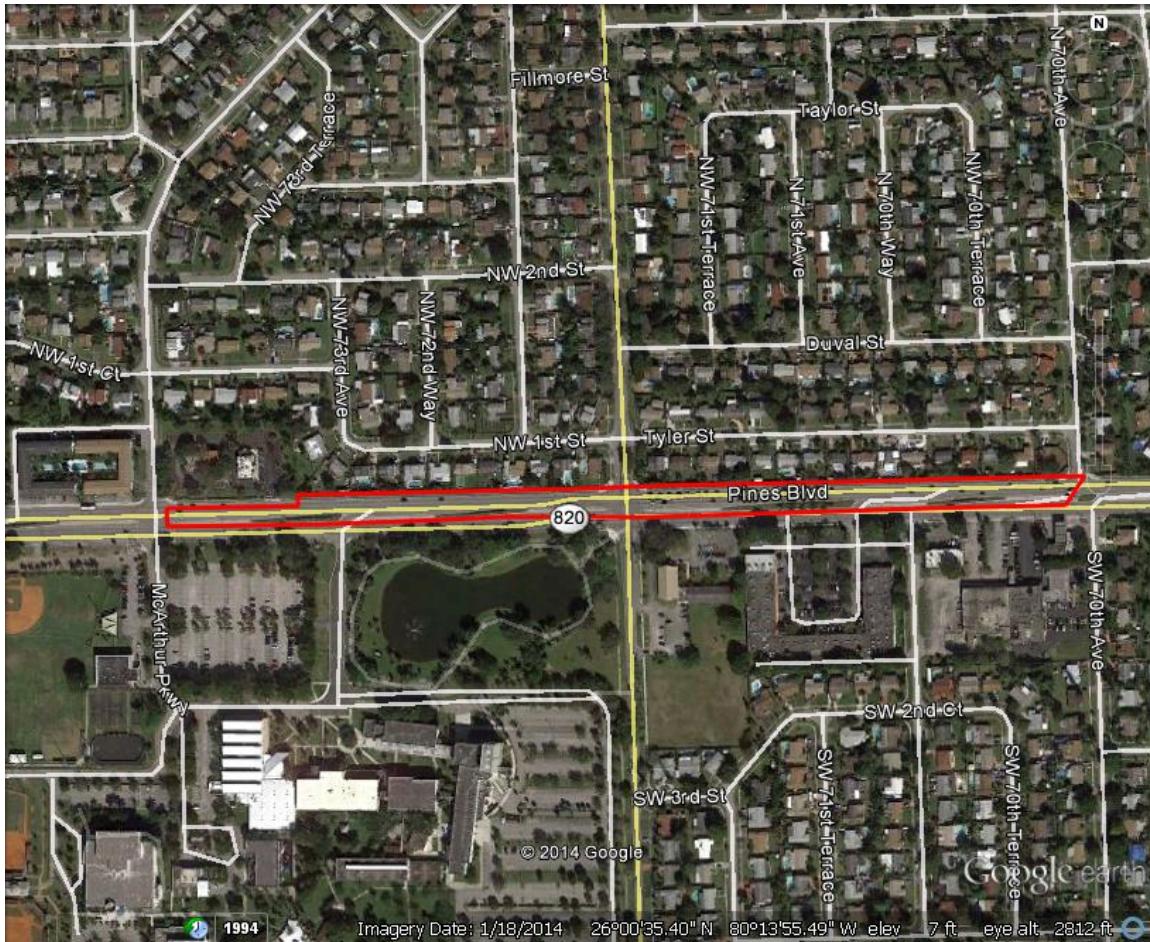
LAWN MAINTENANCE
PINES BOULEVARD- SECTION 2



Pines Blvd from MacArthur High School to SW 70 Ave.

- All center medians starting from MacArthur High School to 70th Avenue
- South swale from road's edge to adjacent property fence on Pines Boulevard from SW 68th Boulevard to NW 70th Avenue and approximately SW 65th Avenue to SW 66th Avenue
- North swale from road's edge to adjacent property fence on Pines Boulevard from MacArthur High School to N 70th Avenue

LAWN MAINTENANCE
PINES BOULEVARD- SECTION 3

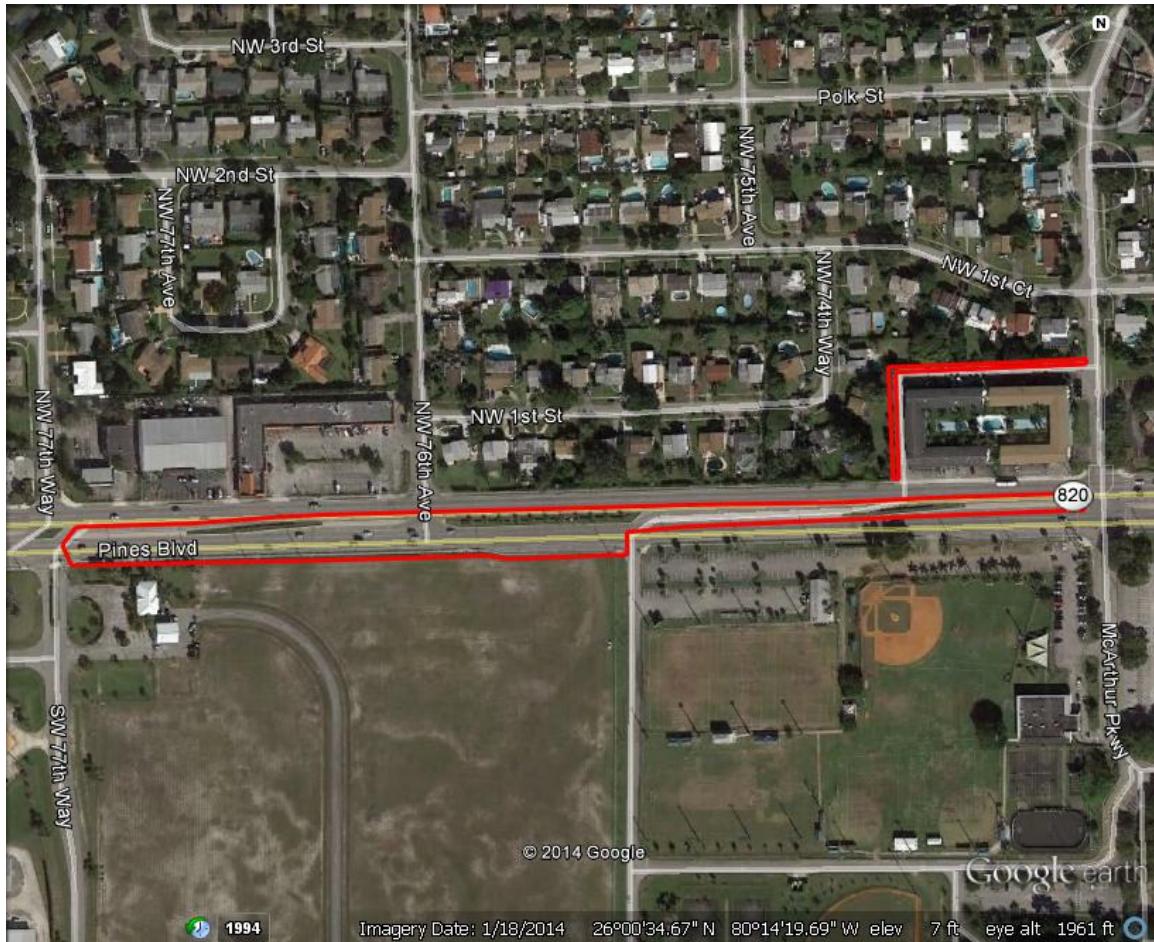


Pines Blvd from 70 Ave to MacArthur Parkway

- All center medians starting from 70th Avenue west to MacArthur Parkway
- North swale from road's edge to adjacent property fence on Pines Boulevard from N 70th Avenue to eastern property line of apartment building at Pines Boulevard and MacArthur Parkway

Exhibit "A"

LAWN MAINTENANCE PINES BOULEVARD- SECTION 4

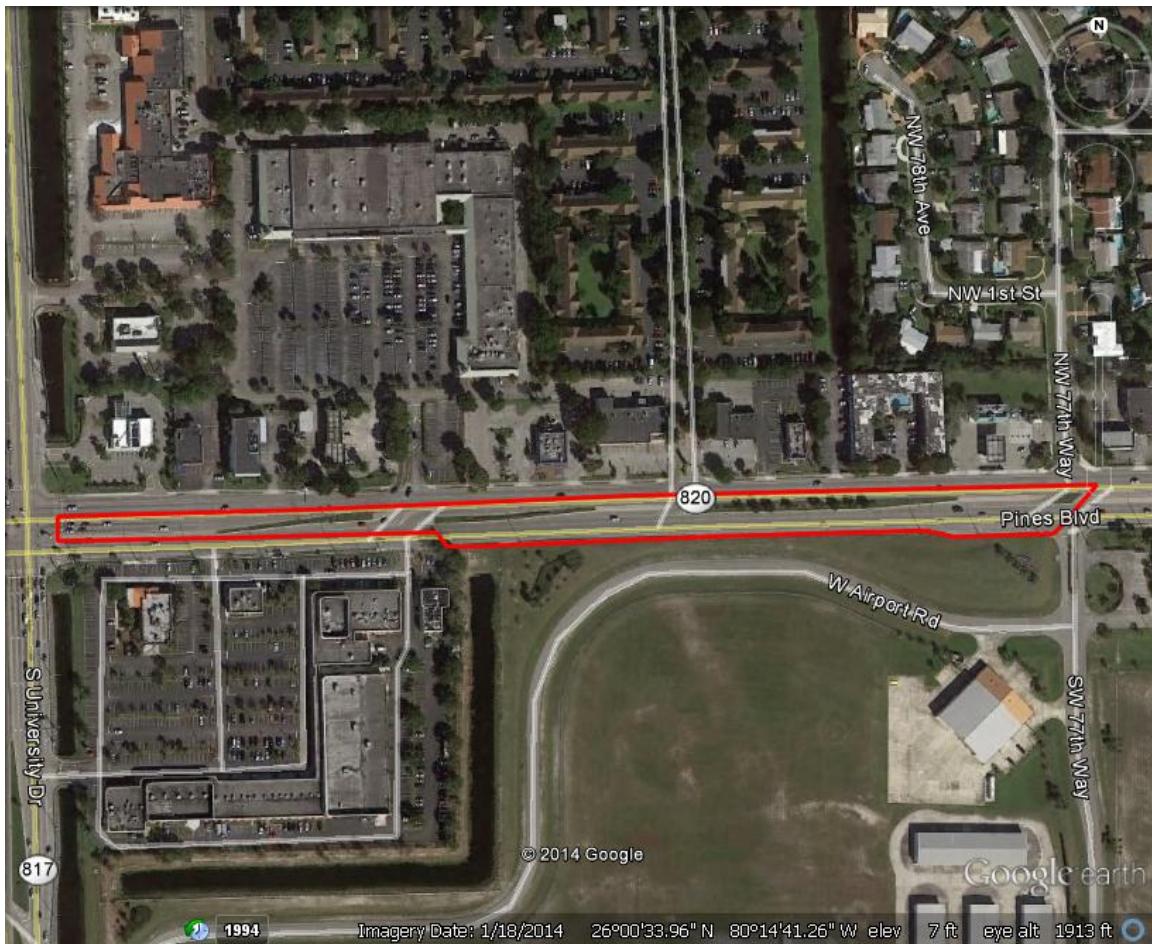


Pines Blvd from MacArthur Parkway to SW 77 Way

- All center medians on Pines Boulevard from MacArthur Parkway to SW 77th Way
- South swale from the western property line of Pines Recreation Center to SW 77th Way from road's edge to fence
- Responsible for hedge material maintenance in alleyway of apartment building on NW corner of Pines and MacArthur Parkway- north and west side exterior hedge only
- Edge both sides of sidewalk on the south side running the entire length of Perry Airport.

Exhibit "A"

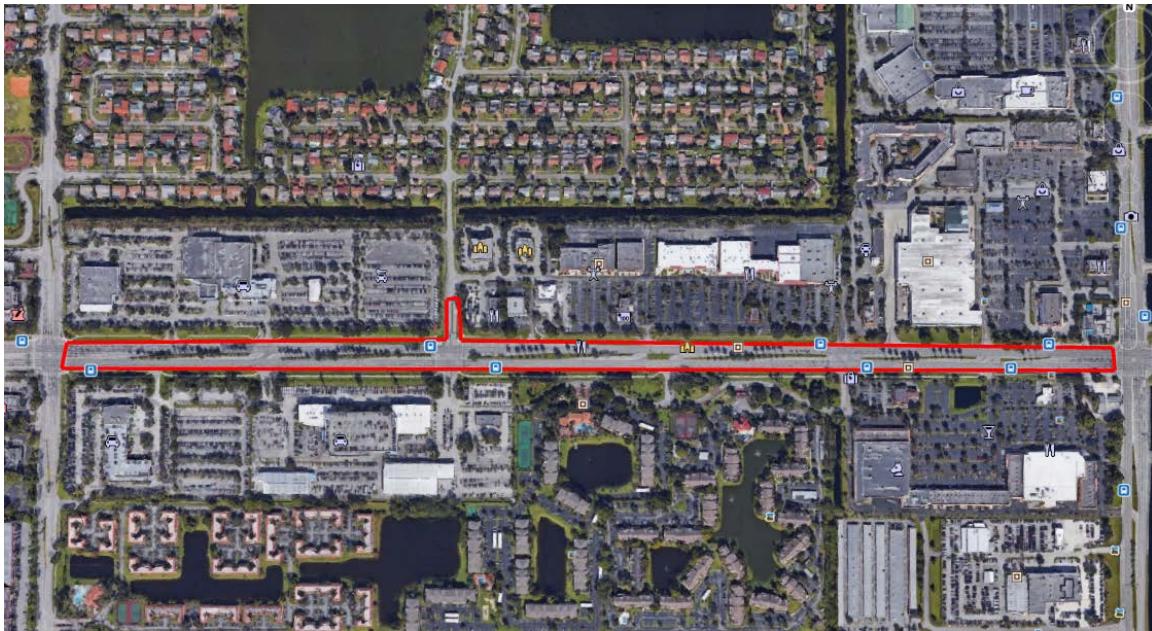
LAWN MAINTENANCE
PINES BOULEVARD- SECTION 5



- All center medians on Pines Boulevard from SW 77th Way to University Drive
- South swale on Pines Boulevard from SW 77th Way to eastern property line of business complex at corner of Pines and University Drive from road's edge to sidewalk
- Edge both sides of sidewalk on the south side running the entire length of Perry Airport.

Exhibit "A"

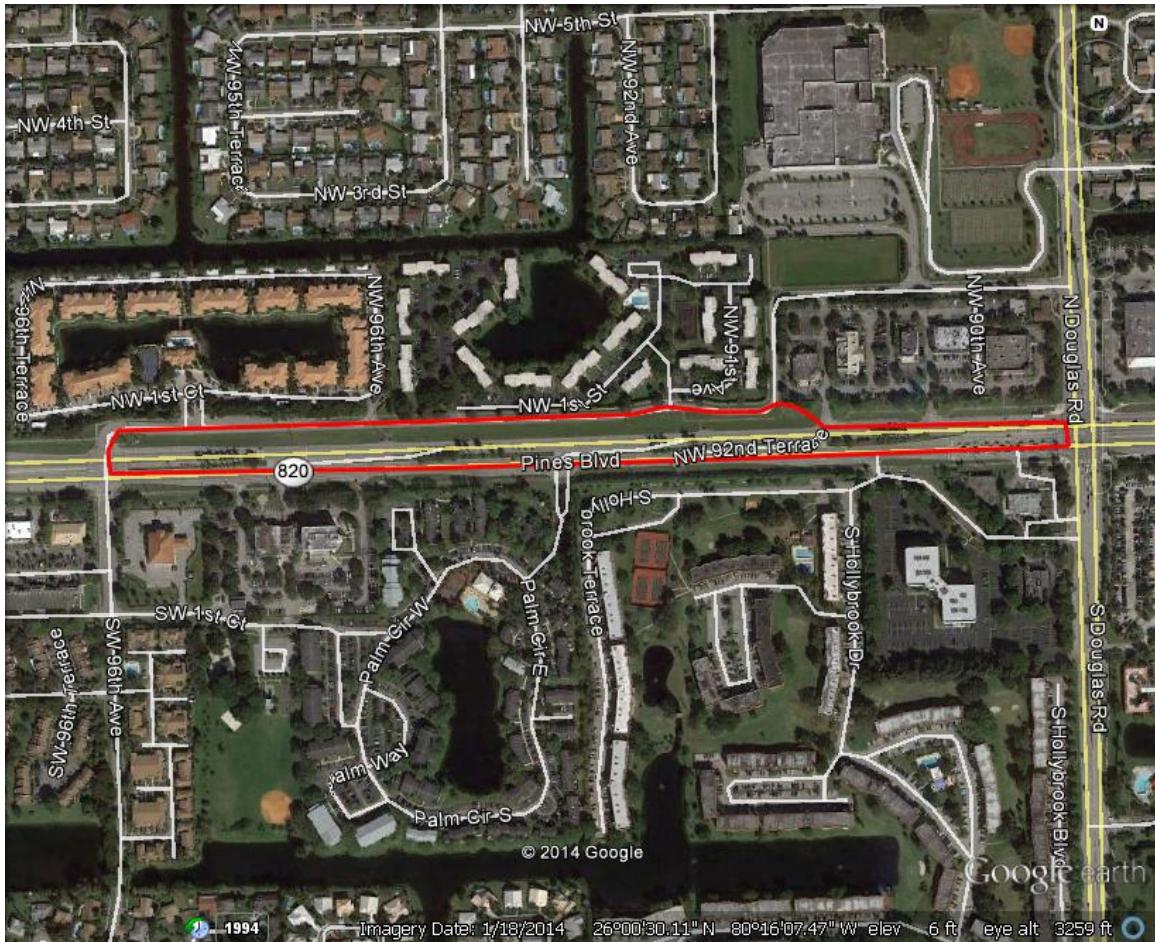
LAWN MAINTENANCE
PINES BOULEVARD- SECTION 6



- All center medians on Pines Boulevard from University Drive to Douglas Road
- Responsible for median on NW 86th Avenue north of Pines Boulevard spray weeds in brick pavers

Exhibit "A"

LAWN MAINTENANCE **PINES BOULEVARD- SECTION 7**



- All center medians on Pines Boulevard from Douglas Road to 96th Avenue
- North swale along Pines Boulevard from north-south sidewalk near NW 91st Avenue to NW 96th Avenue

Exhibit "A"

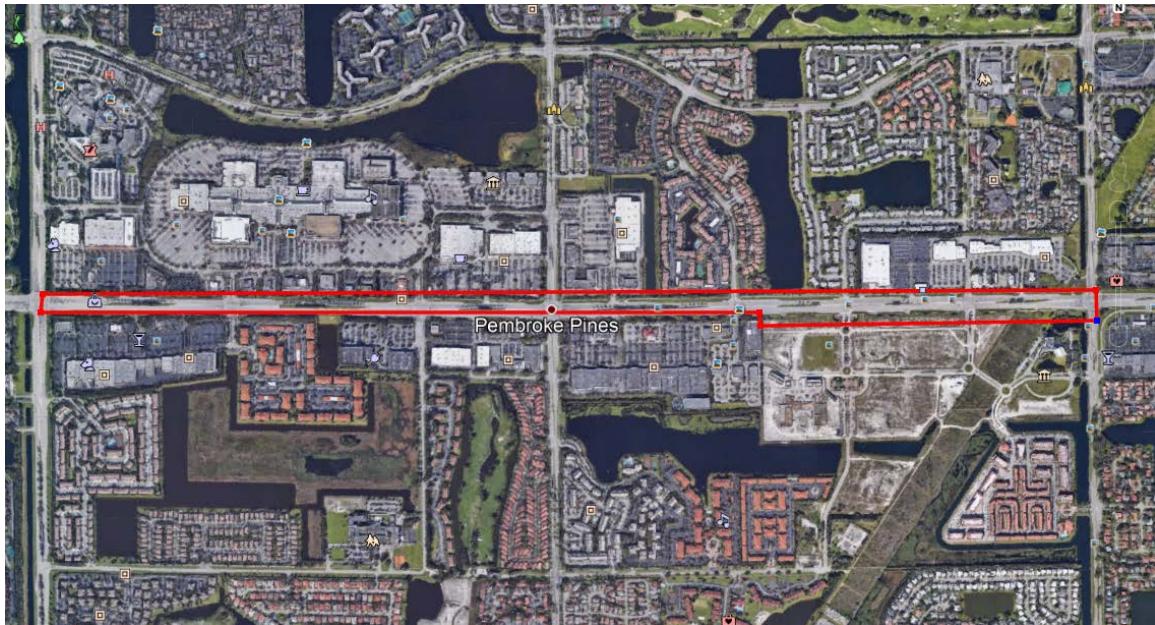
LAWN MAINTENANCE
PINES BOULEVARD- SECTION 8



- All center medians on Pines Boulevard from 96th Avenue to Palm Avenue
- First median south of Pines Boulevard on SW 96th Avenue
- All landscaping adjacent to lake on SW 96 Ave west side of road shown on map from road's edge to water's edge on the west side of the road only- approximately SW 3rd Court south
- North swale from NW 98th Avenue to NW 96th Avenue along Pines Boulevard from road's edge to sidewalk
- First center median north of Pines Boulevard on NW 98th Avenue
- Entire service median on south swale running SW 98th around corner down to the intersection of Palm and SW corner of business plaza

Exhibit "A"

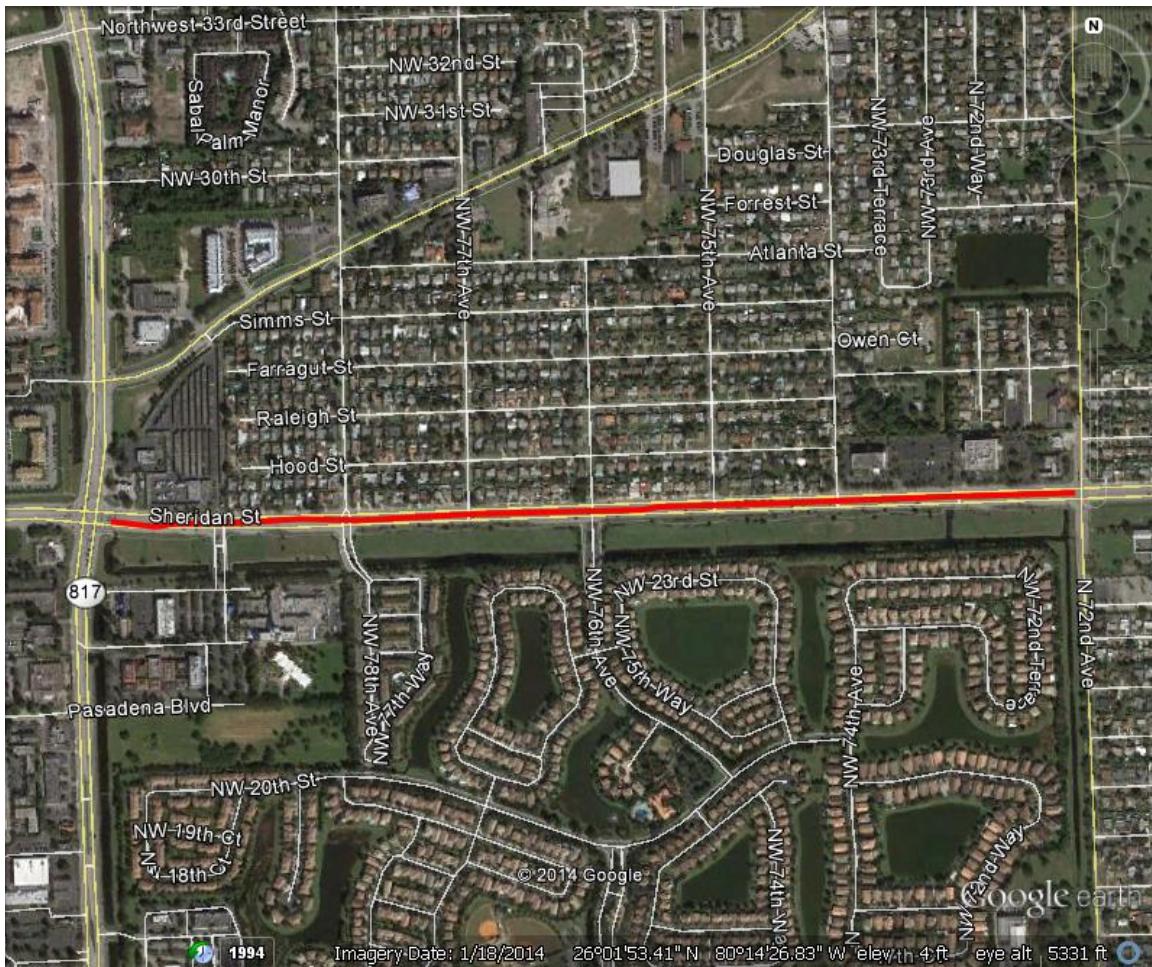
LAWN MAINTENANCE
PINES BOULEVARD- SECTION 9



- All center medians on Pines Boulevard from Palm to Flamingo Road
- South swale from road's edge to sidewalk from Palm Avenue/Pines Boulevard intersection west to the western property line of City Center property (Rooms To Go)
- North swale from road's edge to sidewalk from western property line of apartment building around 109th Avenue to Hiatus Road

Exhibit "A"

LAWN MAINTENANCE SHERIDAN STREET- SECTION 1



- All center medians on Sheridan Street between 72nd Avenue and University Drive

Exhibit "A"

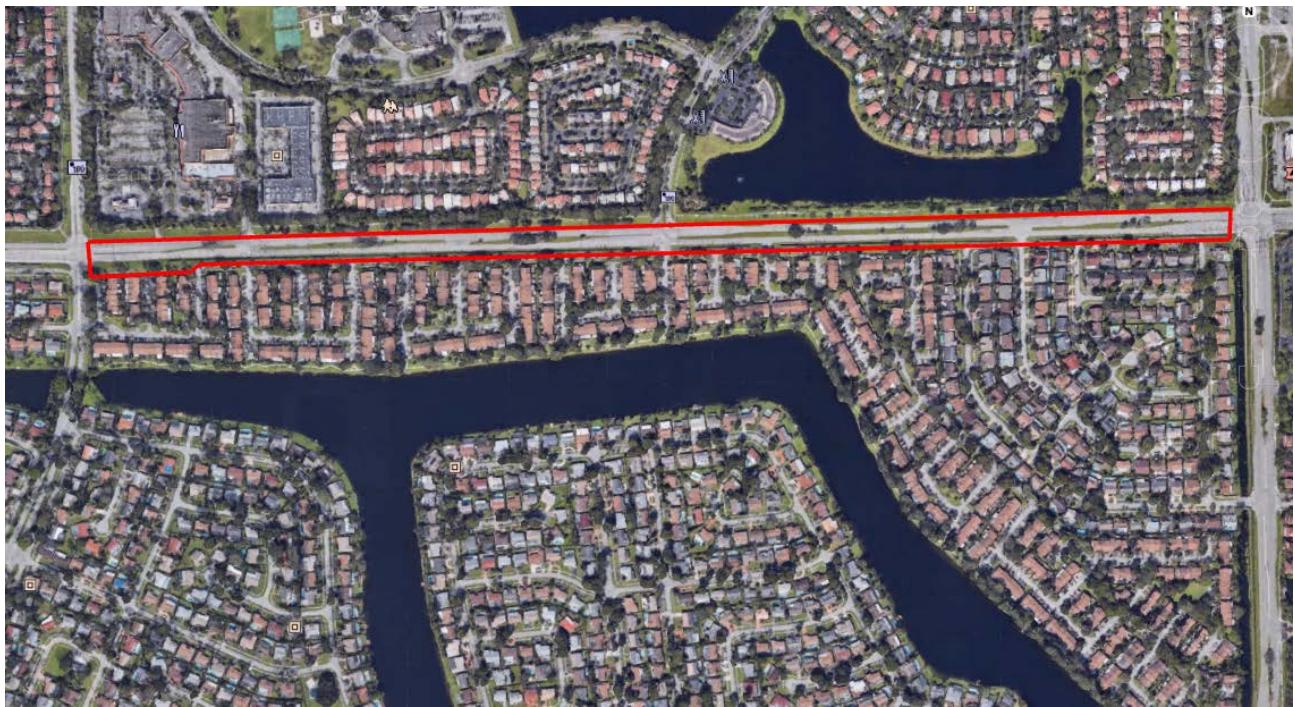
LAWN MAINTENANCE
SHERIDAN STREET- SECTION 2



- South swale of Sheridan Street from western edge of FPL easement to approximately 96th Avenue from road's edge to northern property line or fence of adjacent property owner south of the canal bank- canal banks shall be maintained to the water's edge
- Hedges along canal guardrails are to be maintained at 6 feet
- Responsible for cutting into two dead end roads at NW 93rd Terrace and NW 94th Avenue where residents are not maintaining lawn areas

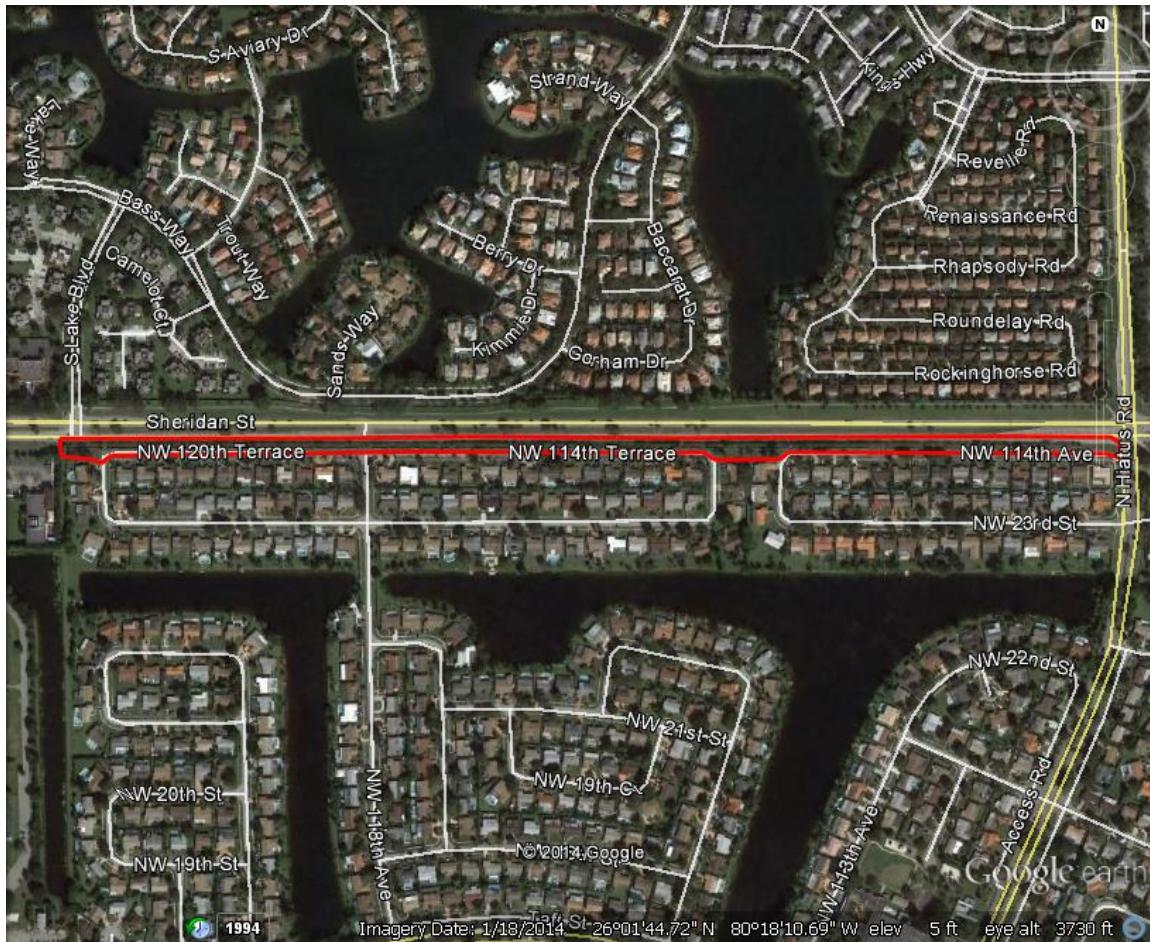
Exhibit "A"

LAWN MAINTENANCE
SHERIDAN STREET- SECTION 3



- Maintain all center medians from Palm Avenue to Hiatus Road.
- South swale of Sheridan Street from Palm Avenue to Chestnut Avenue: maintain between Sheridan Street and the Access Road to abutting communities. Where the Access Road does not exist, maintain at a parallel line connecting sections of the Access Road
- South swale of Sheridan Street from Chestnut Court to Hiatus Road maintain the area between Sheridan Street and the Access Road to abutting community including the Pembroke lakes welcome sign on the SE corner of Sheridan and Hiatus Rd.
- Exterior hedge is to be maintained at 6 feet in height

LAWN MAINTENANCE SHERIDAN STREET- SECTION 4



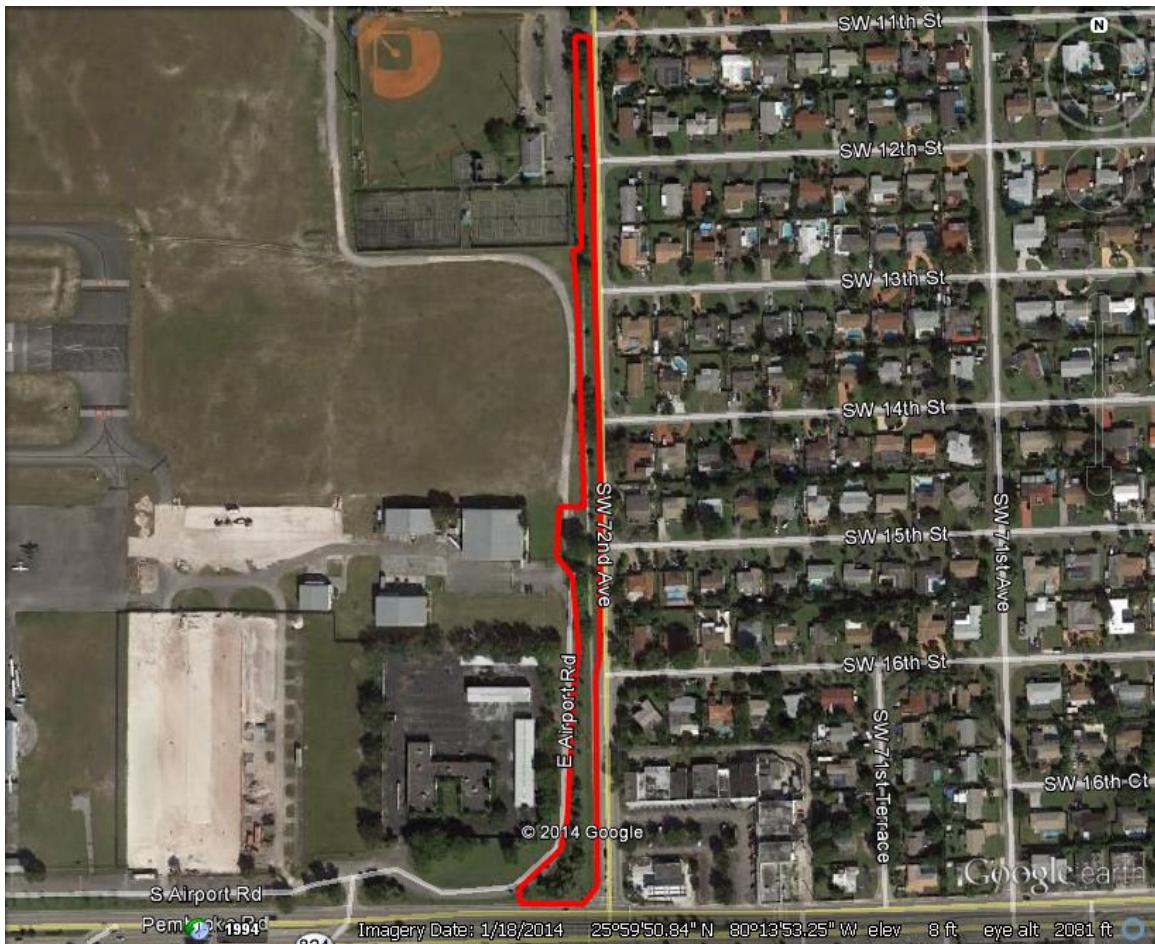
- Sheridan Street from Hiatus Road to the Eastern edge of Central Campus just before Flamingo Road South: maintain the southern swale between Sheridan Street and abutting roads of NW 114th Avenue, NW 114th Terrace, and NW 120th Terrace
- South extremity is the sidewalk where between NW 114th Avenue and NW 114th Terrace and at the western end of NW 120th Terrace
- Exterior hedge closest to Sheridan Street is to be maintained at 6 feet in height
- Interior hedge farther away from Sheridan Street is to be maintained at 4 feet in height

LAWN MAINTENANCE
SW 72 AVENUE – SECTION 1



- Parking lot and alley at the NE corner of Pembroke Rd and 72 Ave.
- Contractor is not responsible for the landscaping surrounding the gas station
- Responsible to the edge of the road on Pembroke Rd and SW 72 Ave where applicable.
- Maintain up to and including the fence on the East and North sides.

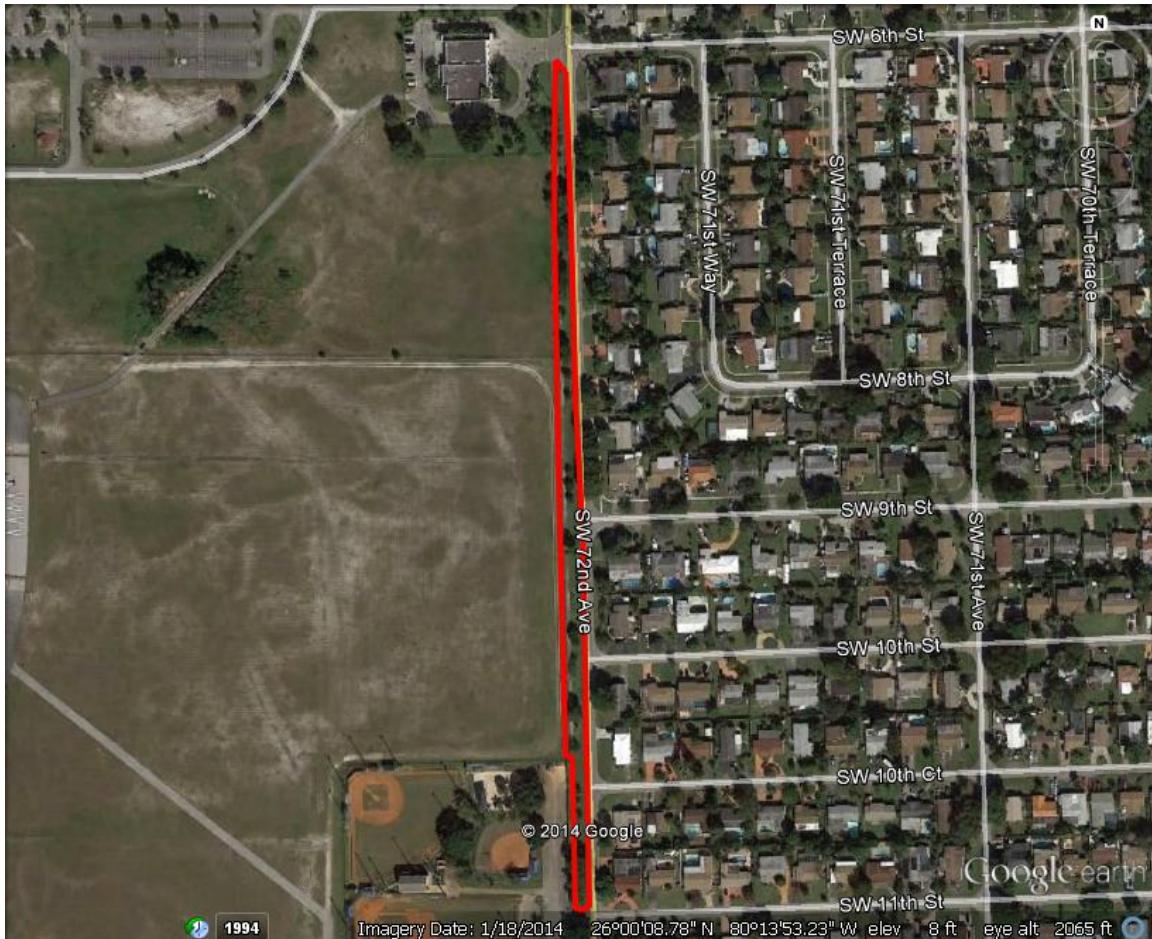
LAWN MAINTENANCE SW 72 AVE SECTION 2



- West swale from street to sidewalk from Pembroke Road to SW 11th Street, including wide area south of Border Patrol from Maxwell Park entrance to Pembroke Road
- Ficus hedge adjacent to North Perry Airport shall be trimmed according to FAA regulations, as amended- current height is below the barbed wires.
- Ficus hedge adjacent to Maxwell Park is included

Exhibit "A"

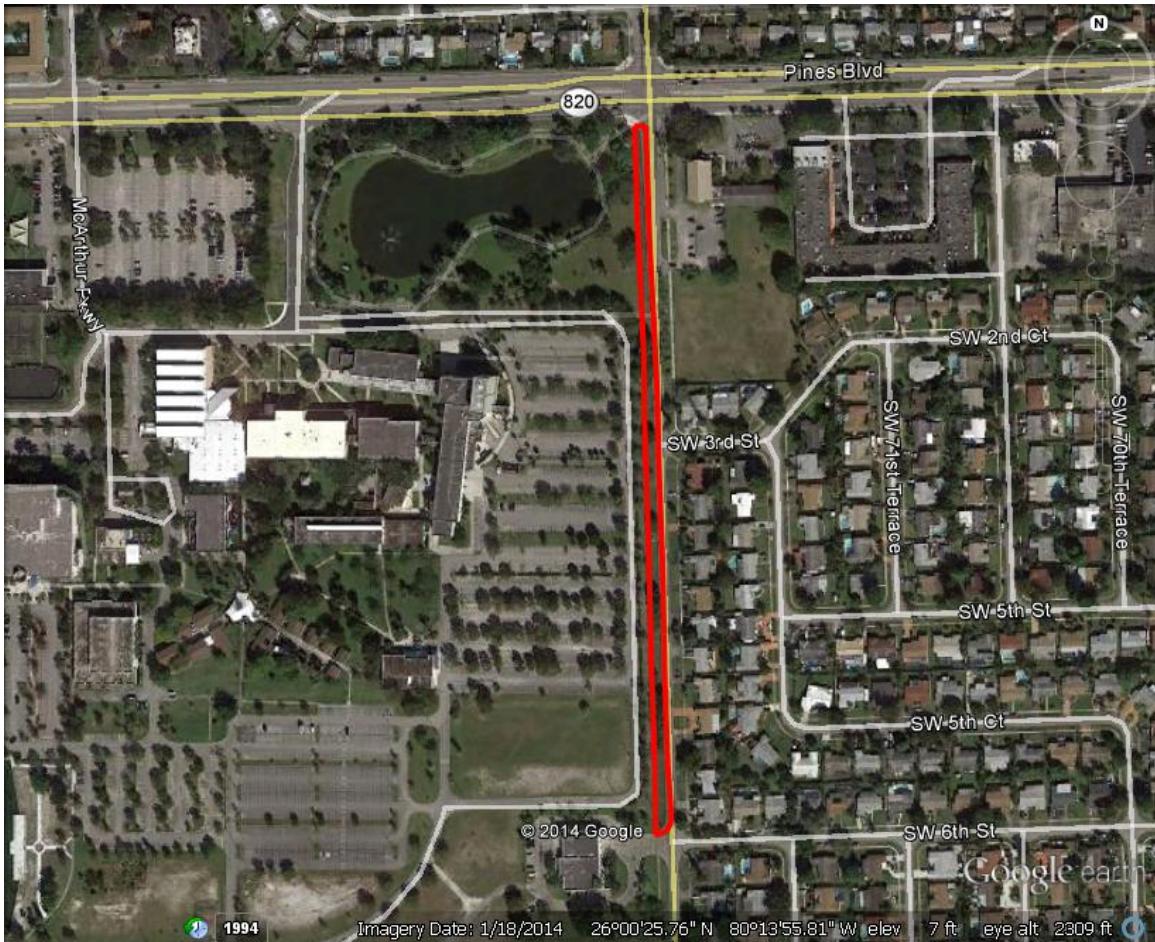
LAWN MAINTENANCE
SW 72ND AVENUE- SECTION 3



- Street to Sidewalk from Maxwell Park to Fire Station 33
- Ficus hedge adjacent to North Perry Airport shall be trimmed according to FAA regulations, as amended- current height is below the barbed wires.
- Ficus hedge adjacent to Maxwell Park is included

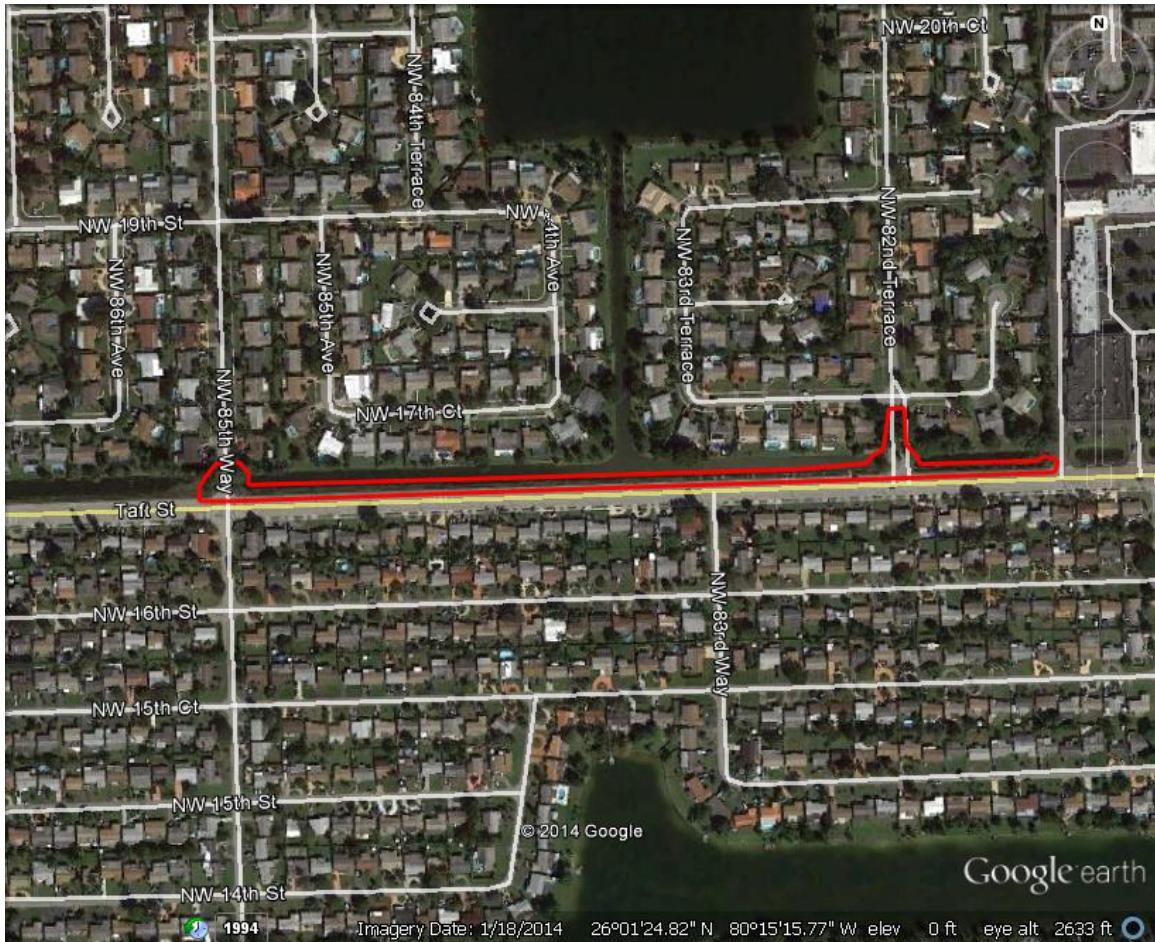
Exhibit "A"

LAWN MAINTENANCE
SW 72ND AVENUE- SECTION 4



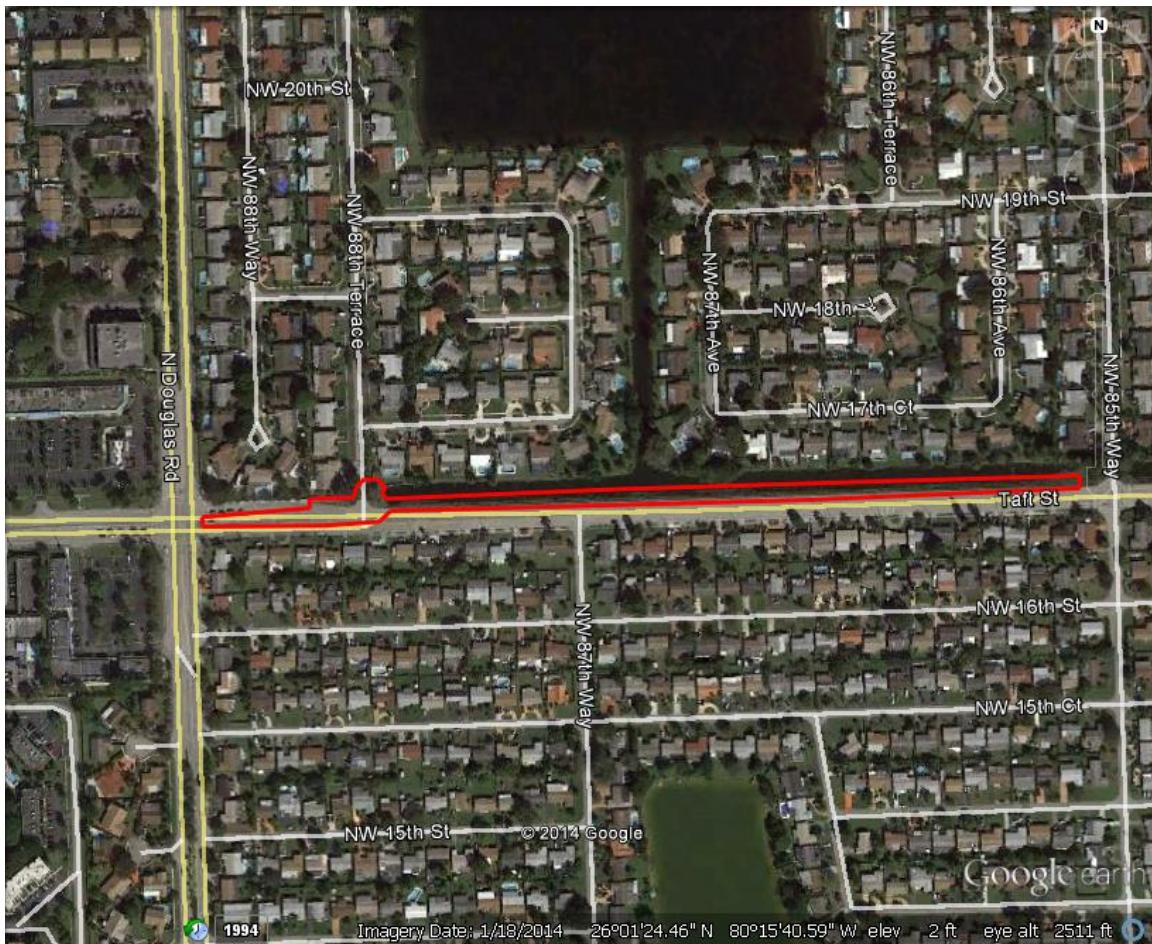
- Street to Sidewalk from Fire Station 33 to Pines Boulevard

LAWN MAINTENANCE TAFT STREET- SECTION 1



- North swale from road's edge to water's edge from canal area east of NW 82nd Avenue to NW 85th Way entrance
- Hedges east of NW 82nd Avenue to canal's end to be maintained at guardrail height
- Hedges west of NW 82nd Avenue to NW 85th Way entrance to be maintained at 6 feet in height
- Responsible for entrance center median and entire entry features at NW 82nd Avenue
- Responsible for entrance entry features at NW 85th Way
- All center medians from University Drive to Douglas road

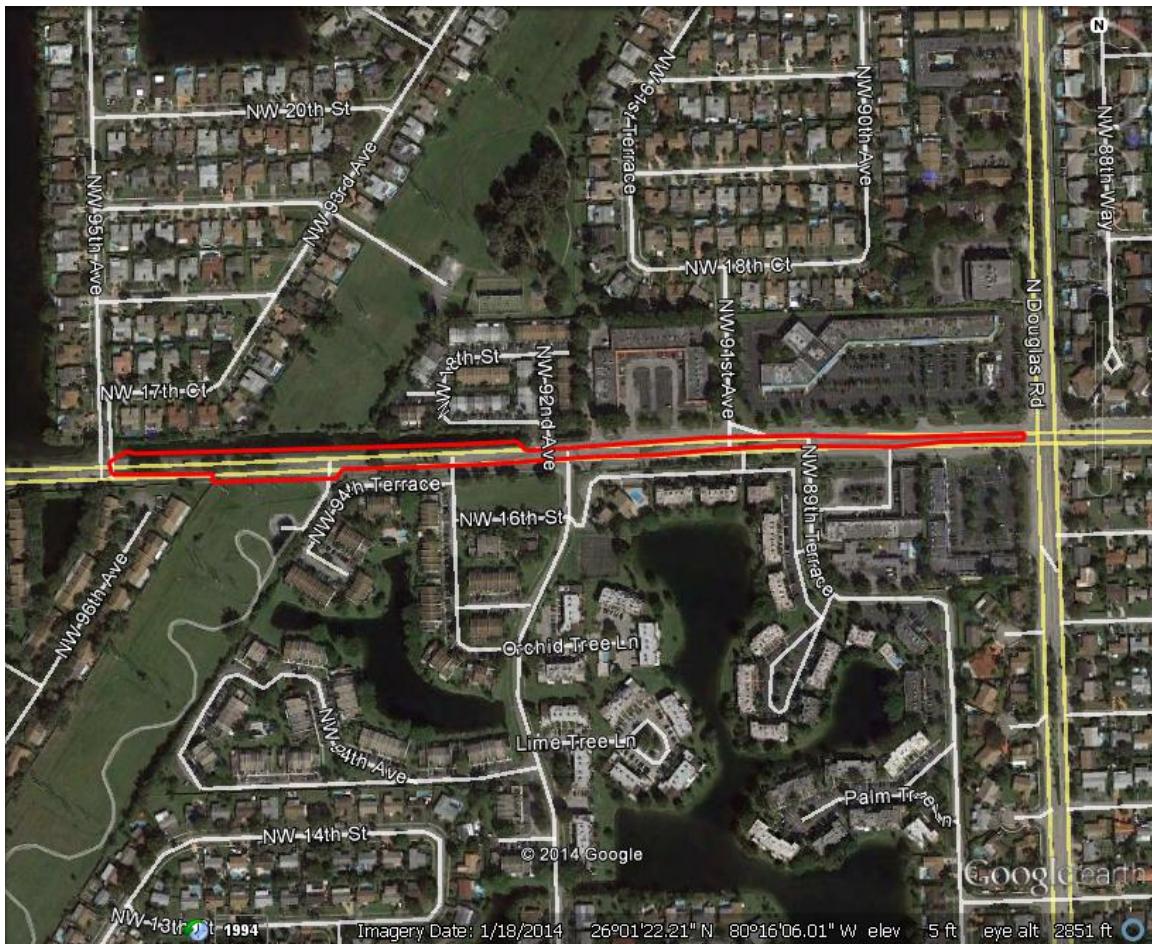
LAWN MAINTENANCE TAFT STREET- SECTION 2



Taft St. from NW 85 Way to Douglas Road

- North swale from road's edge to water's edge from canal area west of NW 85^h Way entrance to NW 88th Terrace
- Hedges west of NW 85nd Way to NW 88th Terrace entrance to be maintained at 6 feet in height
- Hedges east of NW 88nd Terrace shall be maintained at guardrail height 250 ' feet east of NW 88 Terr Responsible for entrance entry features at NW 88th Terrace
- Responsible for lone north swale from road to sidewalk's edge just west of 88th Terrace
- Responsible for center medians east of Douglas Road to University Drive

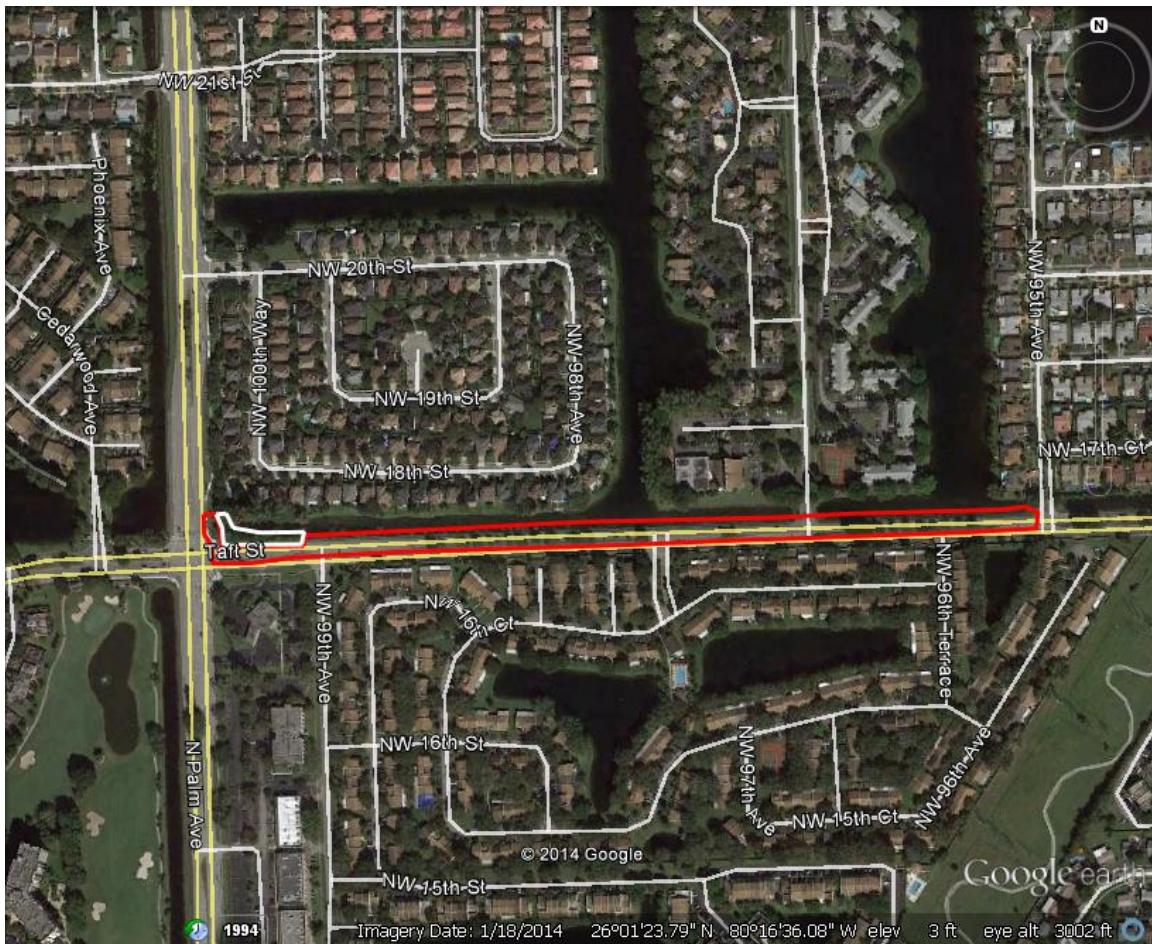
LAWN MAINTENANCE
TAFT STREET- SECTION 3



- **All center medians on Taft Street from Douglas Road to NW 95th Avenue**
- South swale from road's edge to sidewalk in front of FPL Easement Park
- Responsible for canal bank from road's edge to water's edge on north side of Taft Street from NW 92nd Avenue to NW 95th Avenue, including hedge maintenance at 6 feet in height

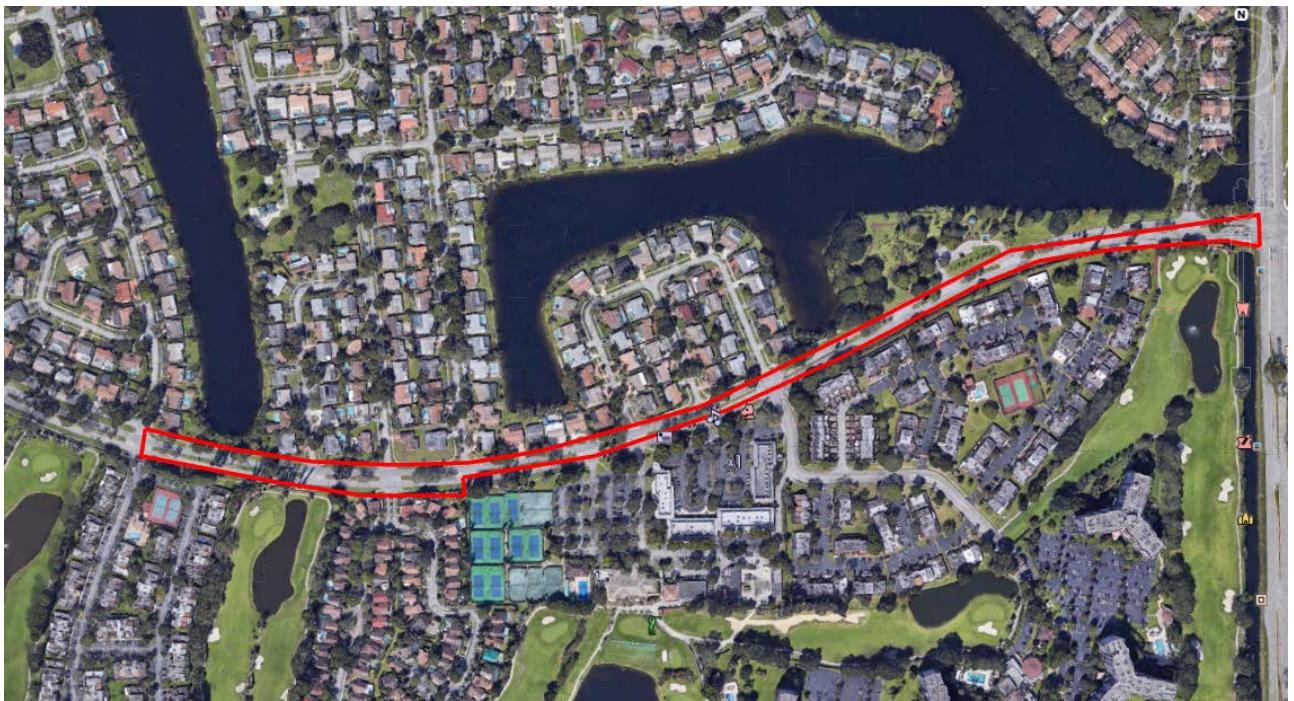
Exhibit "A"

LAWN MAINTENANCE **TAFT STREET- SECTION 4**



- **All center medians on Taft Street from NW 95th Avenue to Palm Avenue**
- Responsible for canal bank on north side of Taft Street from NW 95th Avenue to just west of NW 99th Avenue from road's edge to water's edge including hedge maintenance at 6 feet in height
- Bird Sanctuary as noted in white on map: Responsible for swale from road to forest vegetation on Palm Avenue including area just north of Taft Street to northern end of canal toe around the Bird Sanctuary

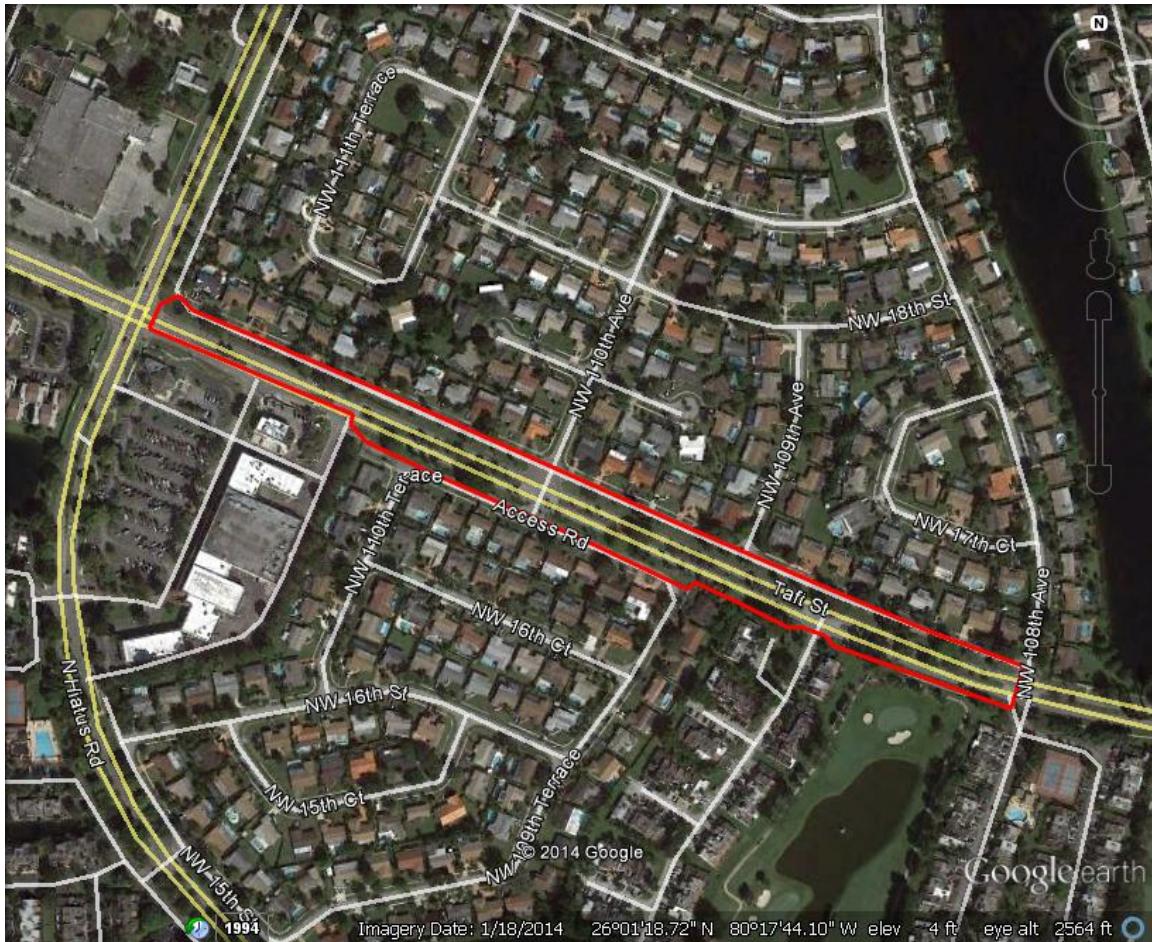
LAWN MAINTENANCE
TAFT STREET- SECTION 5



- **All center medians on Taft Street from Palm Avenue to NW 108th Avenue**
- South swale from road's edge to sidewalk from western property line of Pembroke Lakes Golf Course's Clubhouse Area and Parking Lot to NW 108th Avenue (near NW 106th Avenue)
- North swale between NW 107th and NW 108th Avenues adjacent to canal between the east and west homes
- Maintain landscape area around golf course digital sign located on the SW corner of Taft and Palm

Exhibit "A"

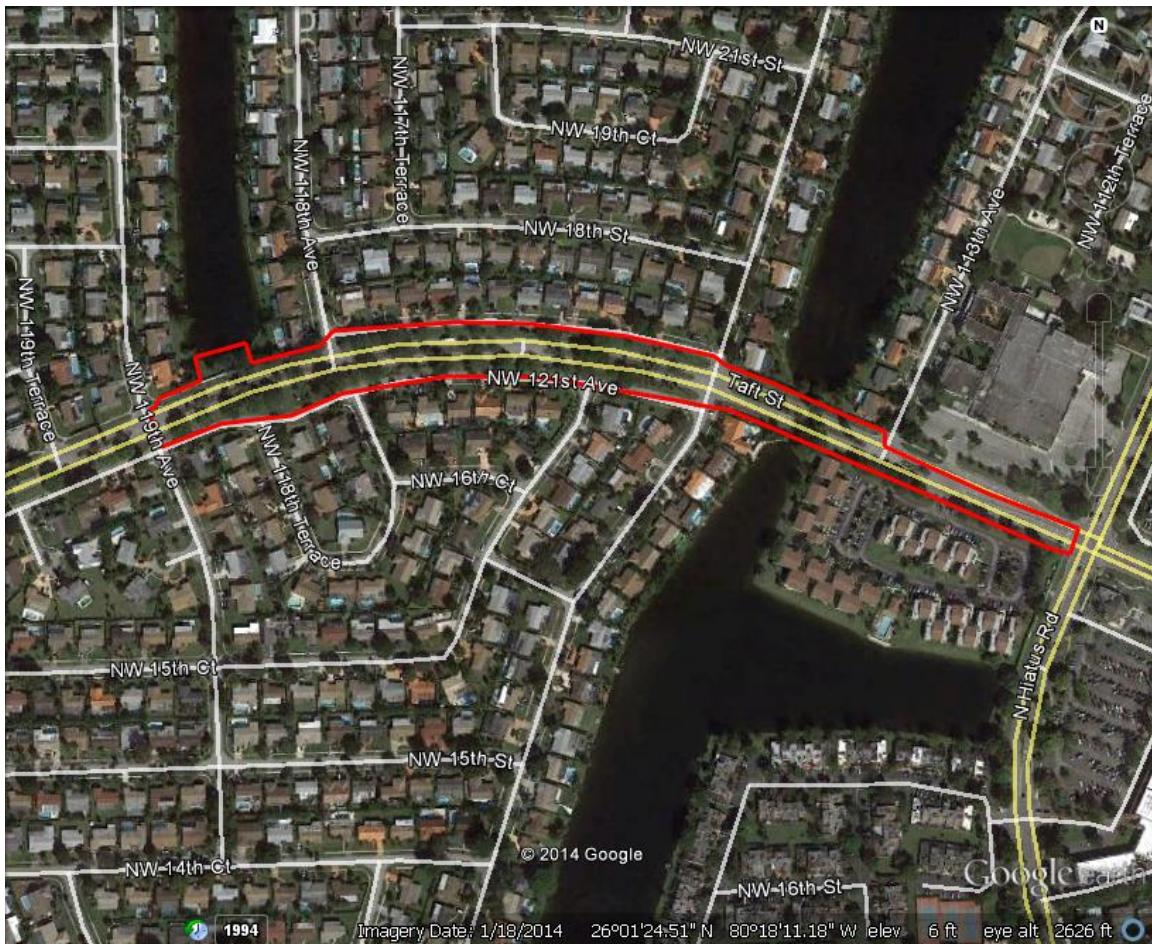
LAWN MAINTENANCE TAFT STREET- SECTION 6



- All center medians and north swale to edge of pavement of the access road on Taft Street between NW 108th Avenue to Hiatus Road
- South swale to edge of pavement of the access road on Taft Street between NW 108th Avenue and shopping center on northeast corner of Taft and Hiatus (approximately 111th Avenue)

Exhibit "A"

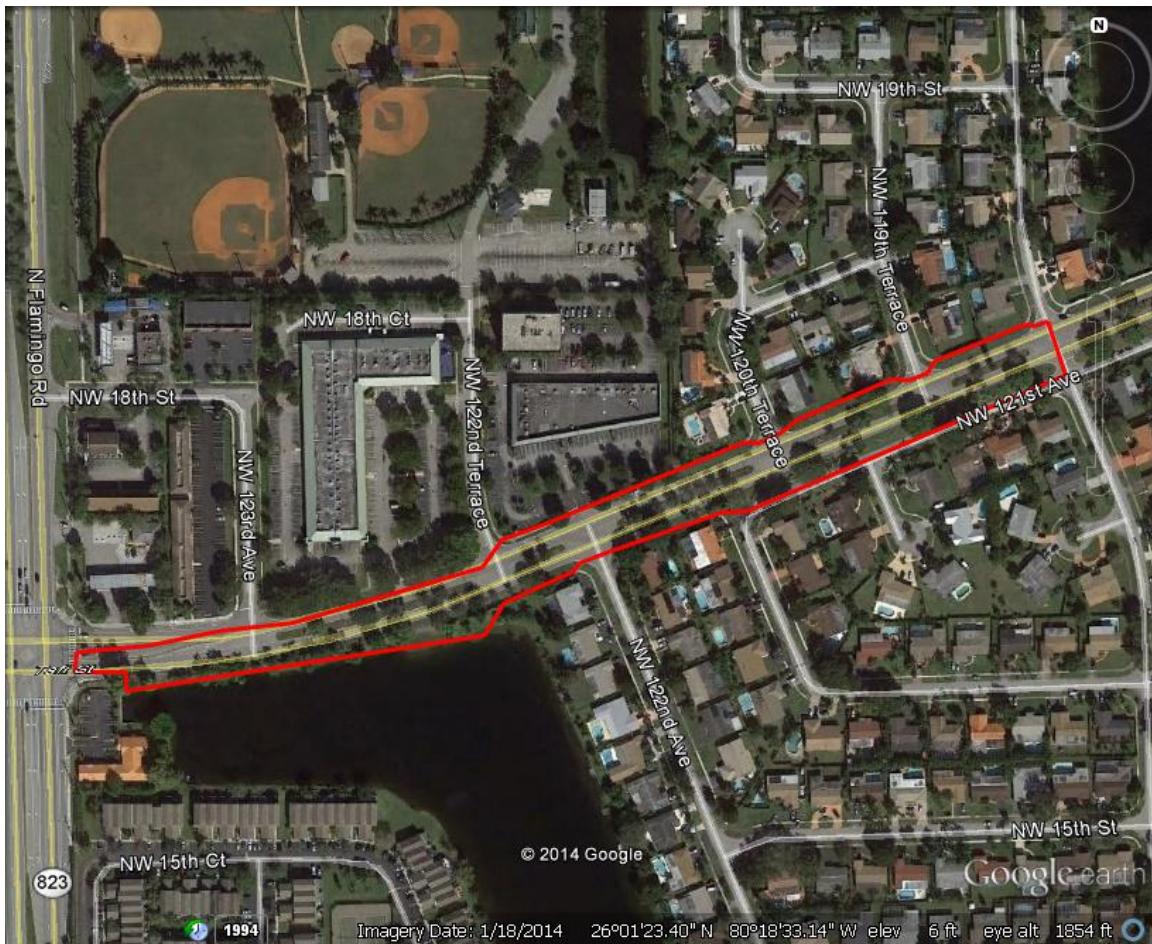
LAWN MAINTENANCE TAFT STREET- SECTION 7



- All center medians on Taft Street from Hiatus Road to NW 119th Avenue
- North swales from road's edge to sidewalk only between NW 113th to 114th Avenues and NW 118th to NW 119th Avenues
- North swale to edge of pavement of the access road on Taft Street between NW 114th Avenue to NW 118th Avenue
- South swale from road's edge to sidewalk only between Hiatus Road to NW 114th Avenue
- South swale to edge of pavement of the access road on Taft Street between NW 114th Avenue to NW 119th Avenue

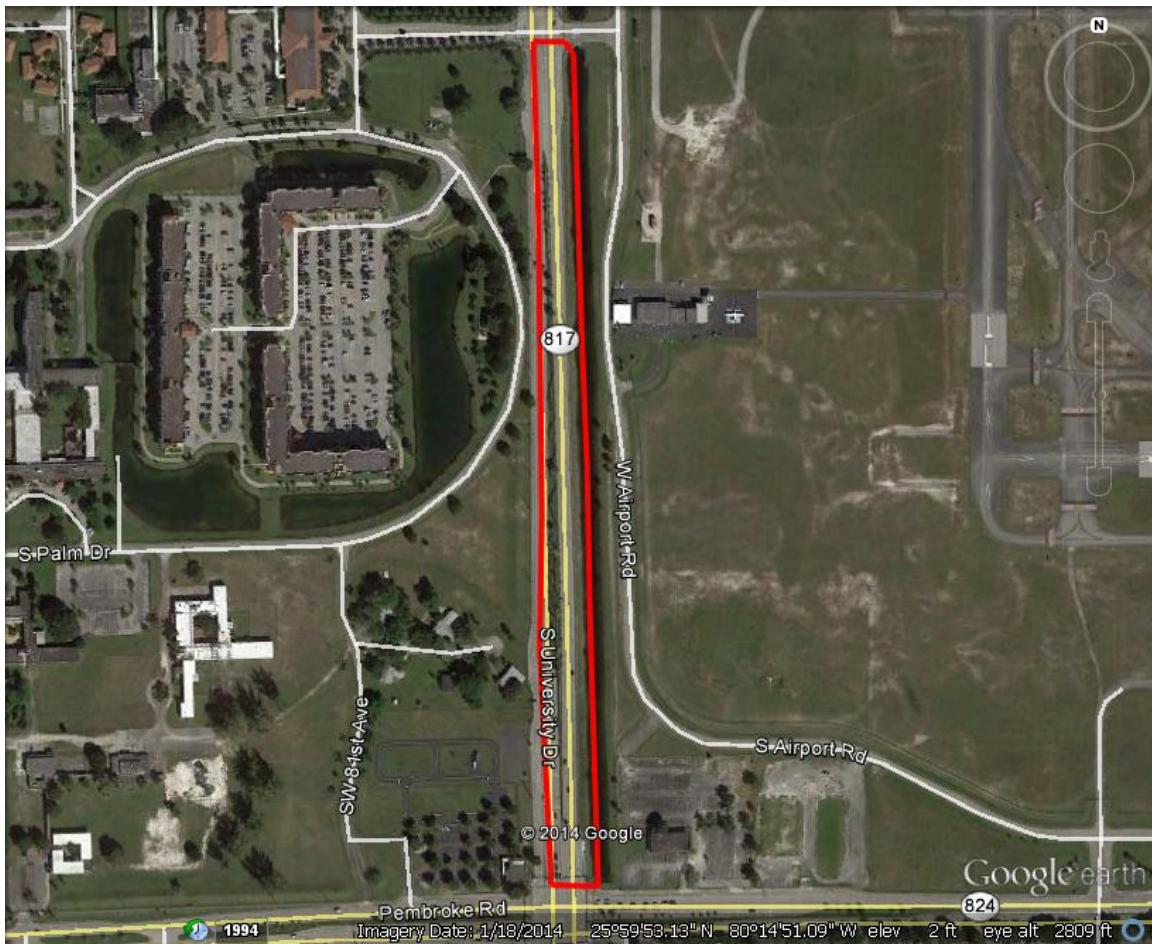
Exhibit "A"

LAWN MAINTENANCE TAFT STREET- SECTION 8



- All center medians on Taft Street from NW 119th Avenue to Flamingo Road
- North swales from road's edge to sidewalk between NW 119th Avenue to 122nd Terrace
- South swale to edge of pavement of the access road on Taft Street between NW 119th Avenue to NW 122nd Avenue
- South swale from road's edge the water's edge between NW 122nd Avenue to eastern property line of business complex on SE corner of Taft and Flamingo

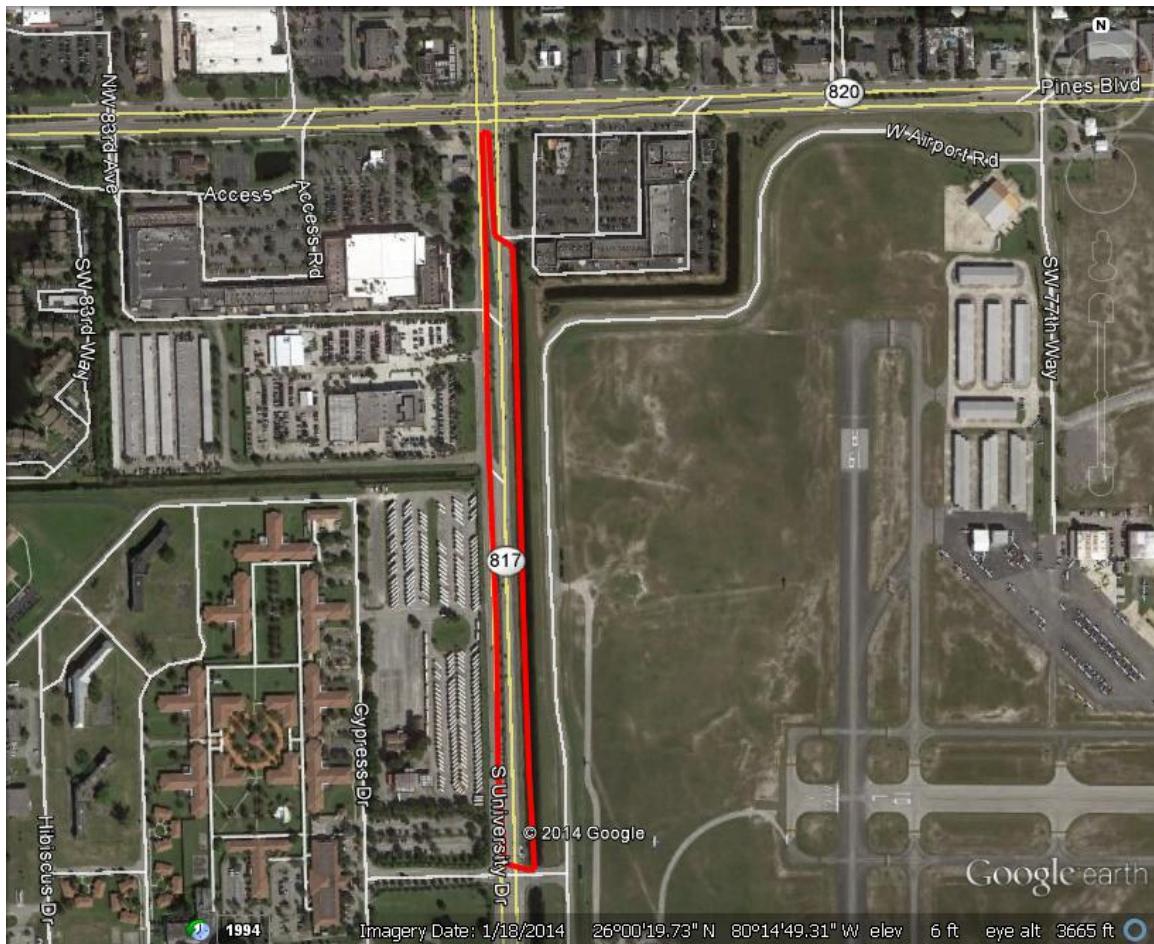
LAWN MAINTENANCE
UNIVERSITY DRIVE- SECTION 1



- All center medians and eastern swale to water's edge on University Drive between Pembroke Road and western entrance to North Perry Airport

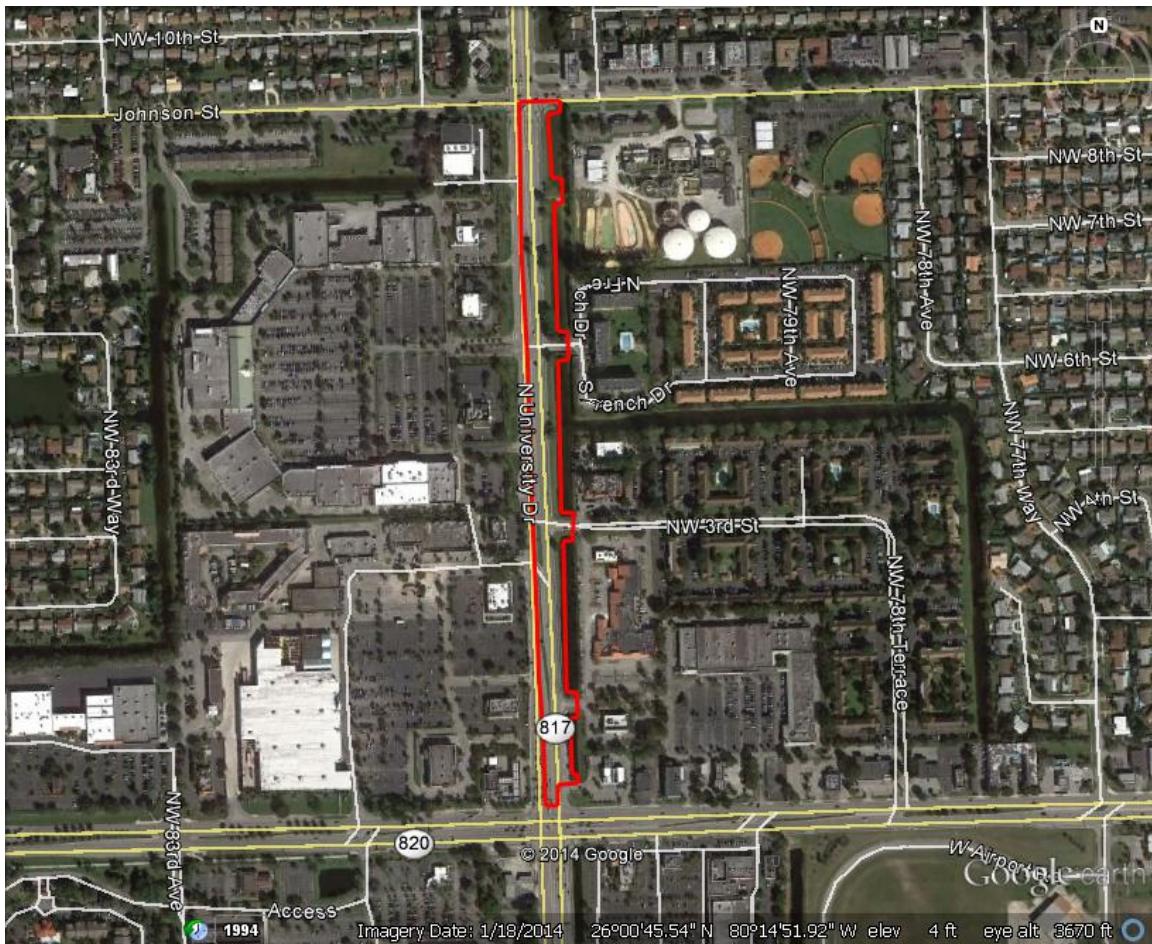
Exhibit "A"

LAWN MAINTENANCE
UNIVERSITY DRIVE- SECTION 2



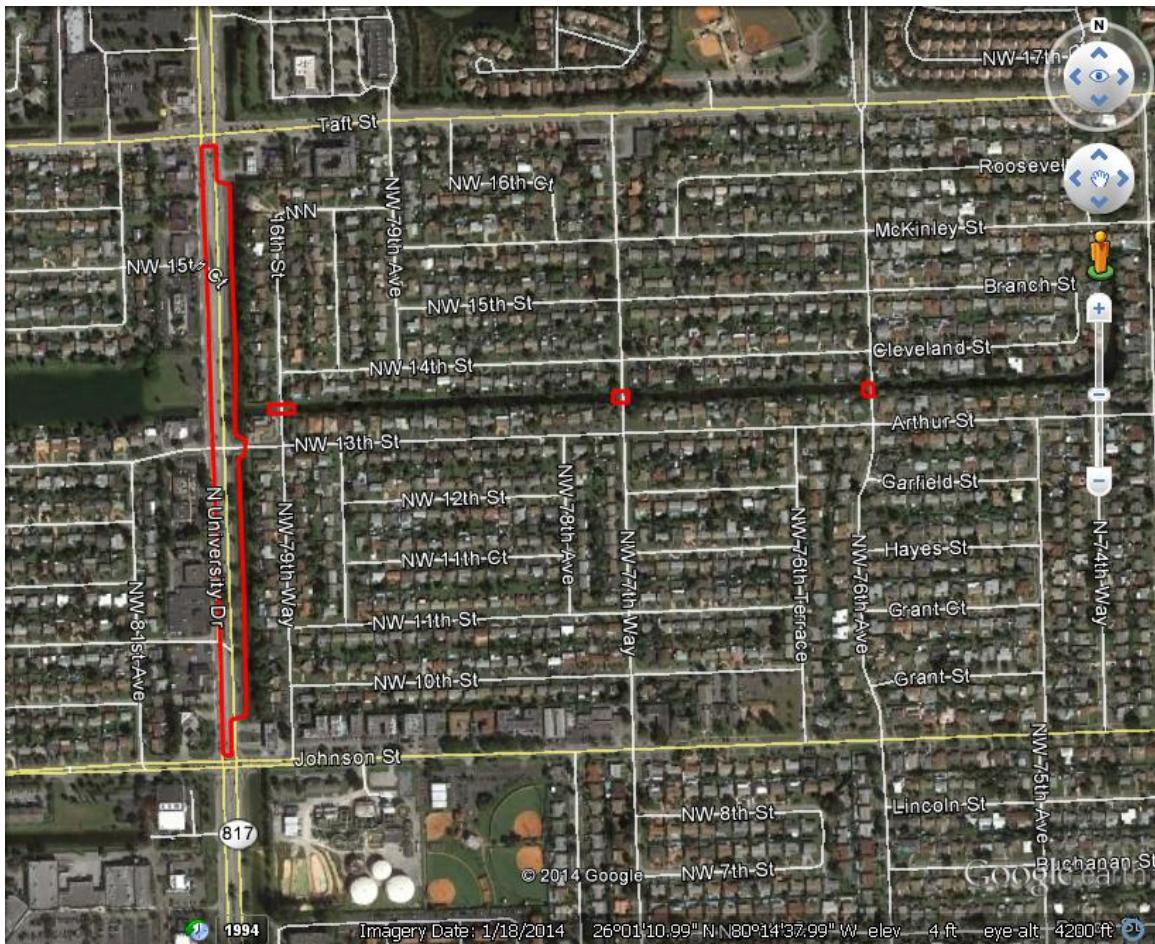
- All center medians and eastern swale from the road to the water's edge between eastern entrance to North Perry Airport and Pines Boulevard (excluding shopping center swale)

LAWN MAINTENANCE
UNIVERSITY DRIVE- SECTION 3



- All center medians and eastern swale from the road to the water's edge, including the entire head wall culvert to eastern side of canal, between Pines Boulevard and Johnson Street

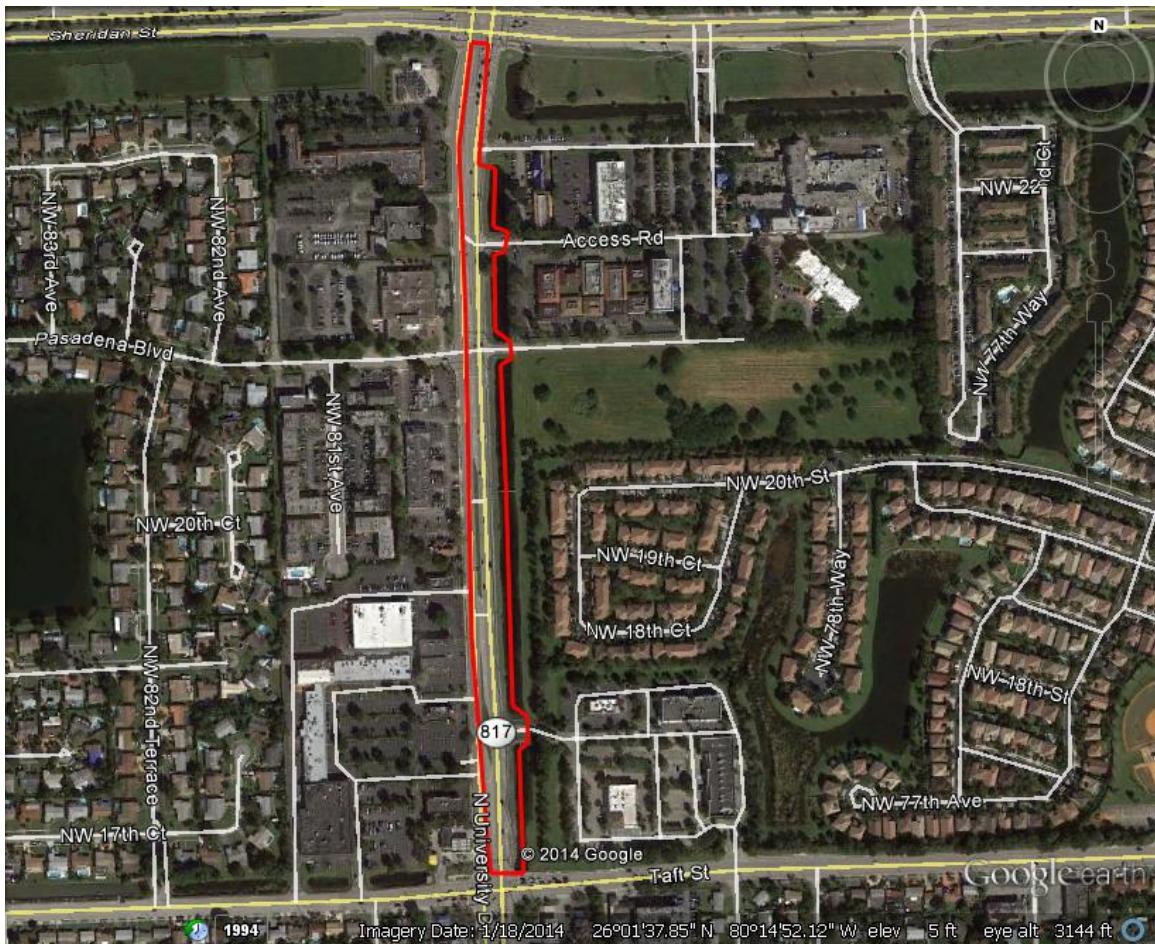
LAWN MAINTENANCE UNIVERSITY DRIVE- SECTION 4



- All center medians and eastern swale from the road to the water's edge, including the entire head wall culvert to eastern side of canal, between Johnson Street and Taft Street
- Responsible for east and west embankments and bridges north of NW 13th Street on NW 79th Way, NW 77th Way, and NW 76th Avenue

Exhibit "A"

LAWN MAINTENANCE
UNIVERSITY DRIVE- SECTION 5



- All center medians and eastern swale from the road to the water's edge, including the entire head wall culvert to eastern side of canal, between Taft Street and Sheridan Street

**LAWN
MAINTENANCE
CENTRAL CAMPUS**

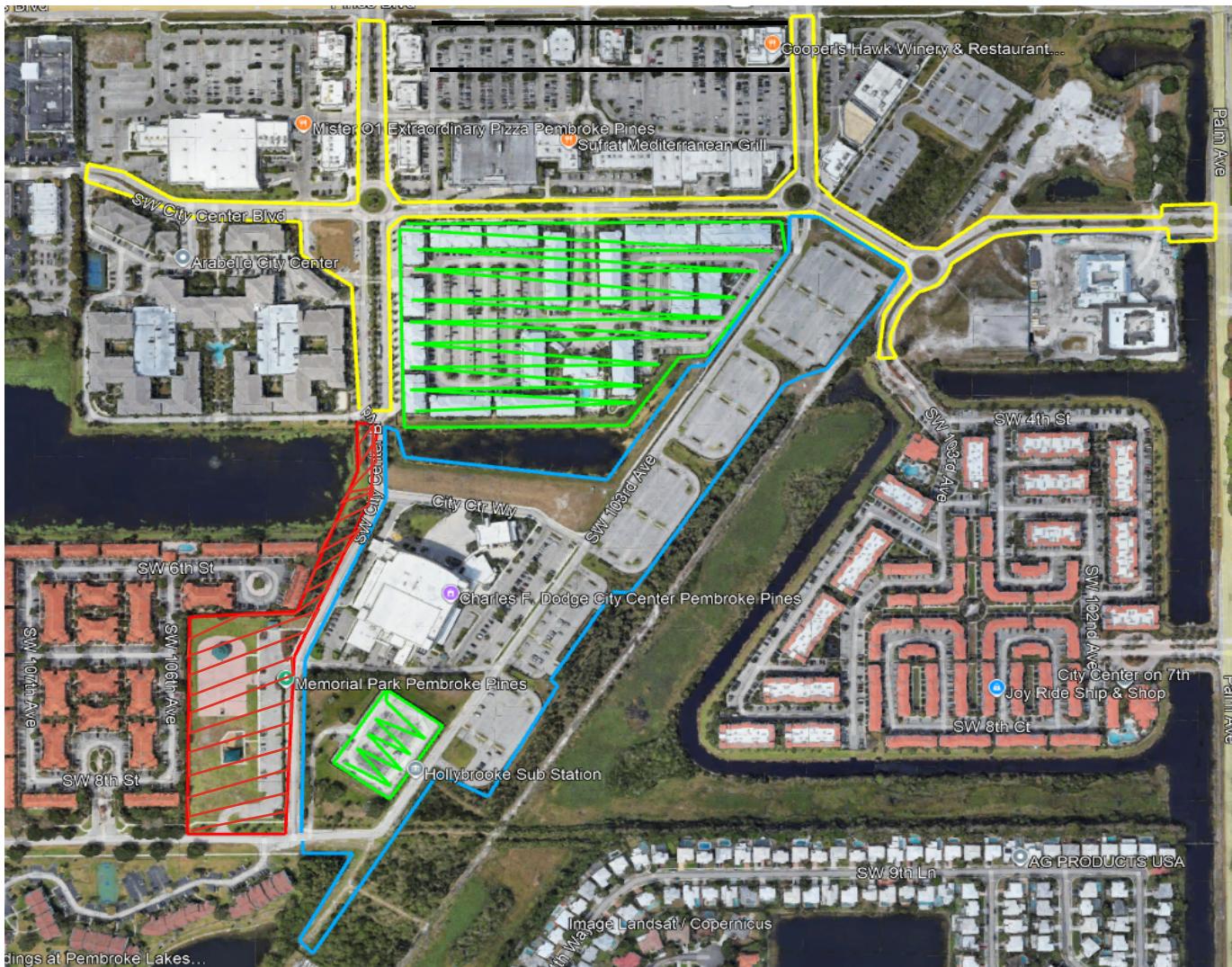


12350 Sheridan Street, 33026

- Responsible to the road's edge on the north and west side of the property.
- Responsible for cu-de-sac median on south side.
- Responsible to the water's edge on the SE corner of property by the officer's trailer and south of the pre-k.
- Responsible for the Areca hedge and easement off of Sheridan on the east side of the pre-k up to the private property.

CITY CENTER SITE LAWN MAINTENANCE

Exhibit "A"



601 City Center Way, 33025

Charles F. Dodge Civic Center (blue border)

- Maintain south of Washington everything inside blue border
- All lake banks within the border.
- Parking lots within the FPL easement to be maintained to the fences to the east. Outside the east fences to remain natural.
- **Exclude area within the green borders**

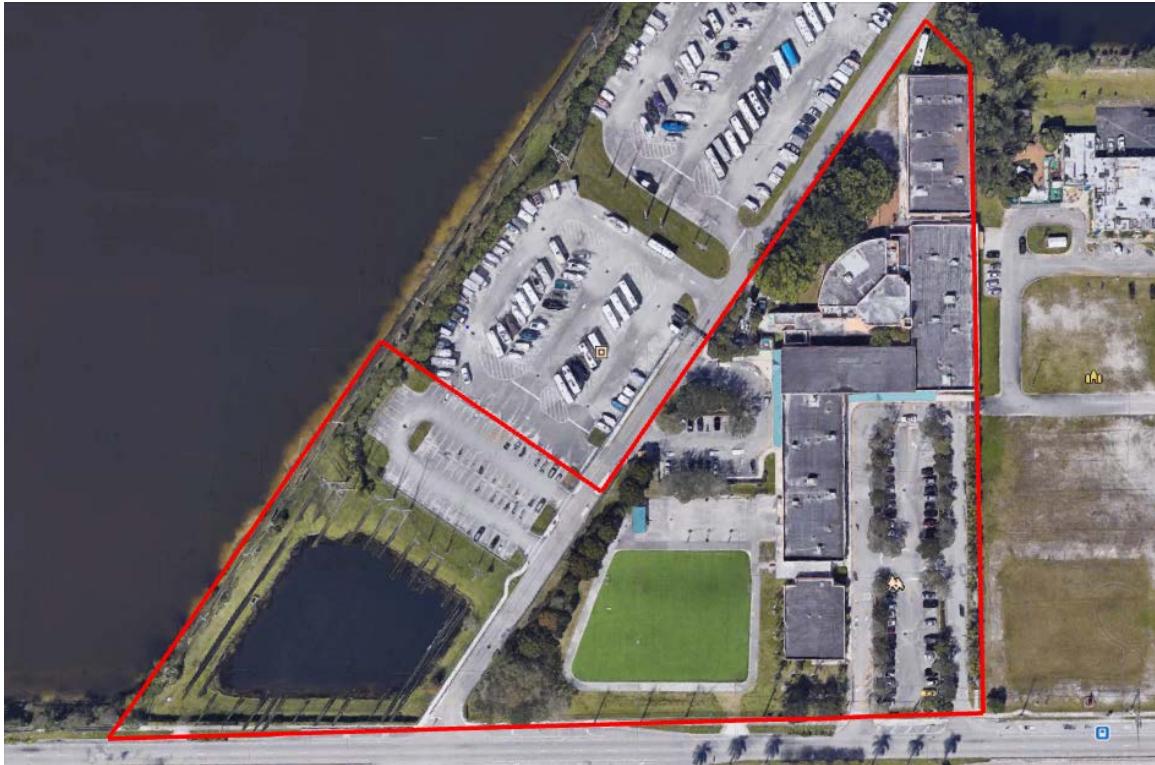
City Center Roads (yellow border)

- All center medians and roundabouts within 103rd, 106th, City Center Blvd
- Swale on Pines Blvd.

Memorial Park (red border)

- **Exclude area within the red border**

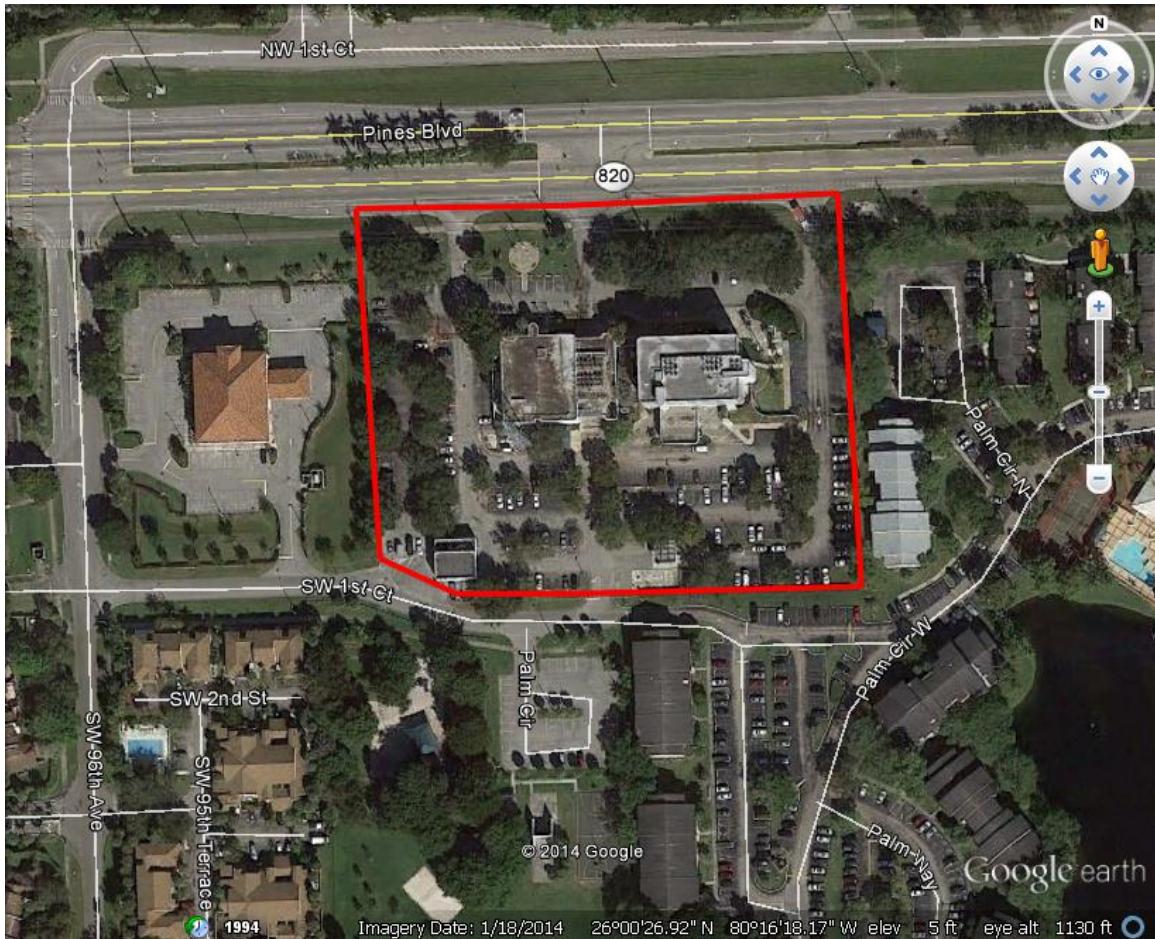
LAWN MAINTENANCE
EAST CAMPUS



10801 Pembroke Road, 33025

- Responsible within the fence and to road's edge along Pembroke Road and water's edge along canal

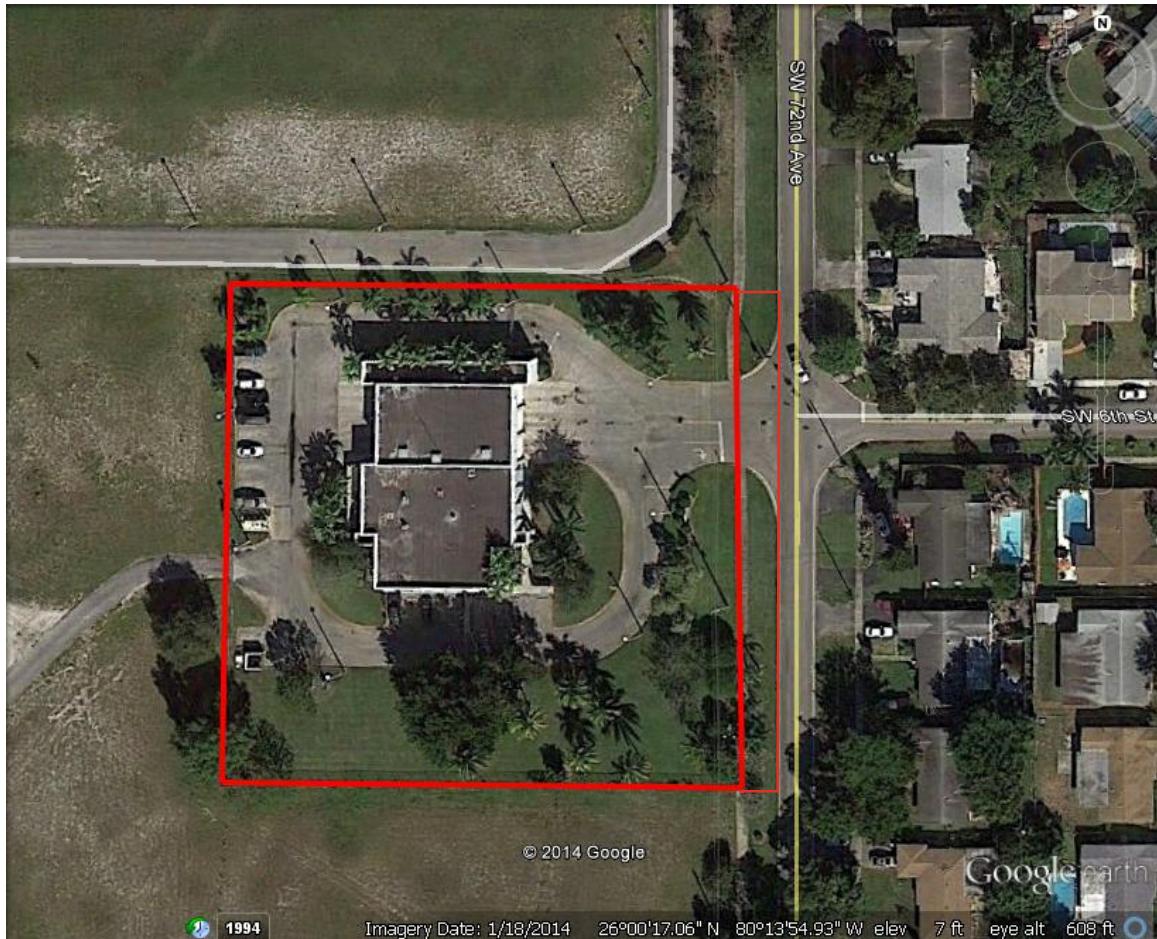
LAWN MAINTENANCE **FIRE AND POLICE HEADQUARTERS**



9500 Pines Blvd., 33025

- Responsible to all borders and the road's edge on the north and south side of property

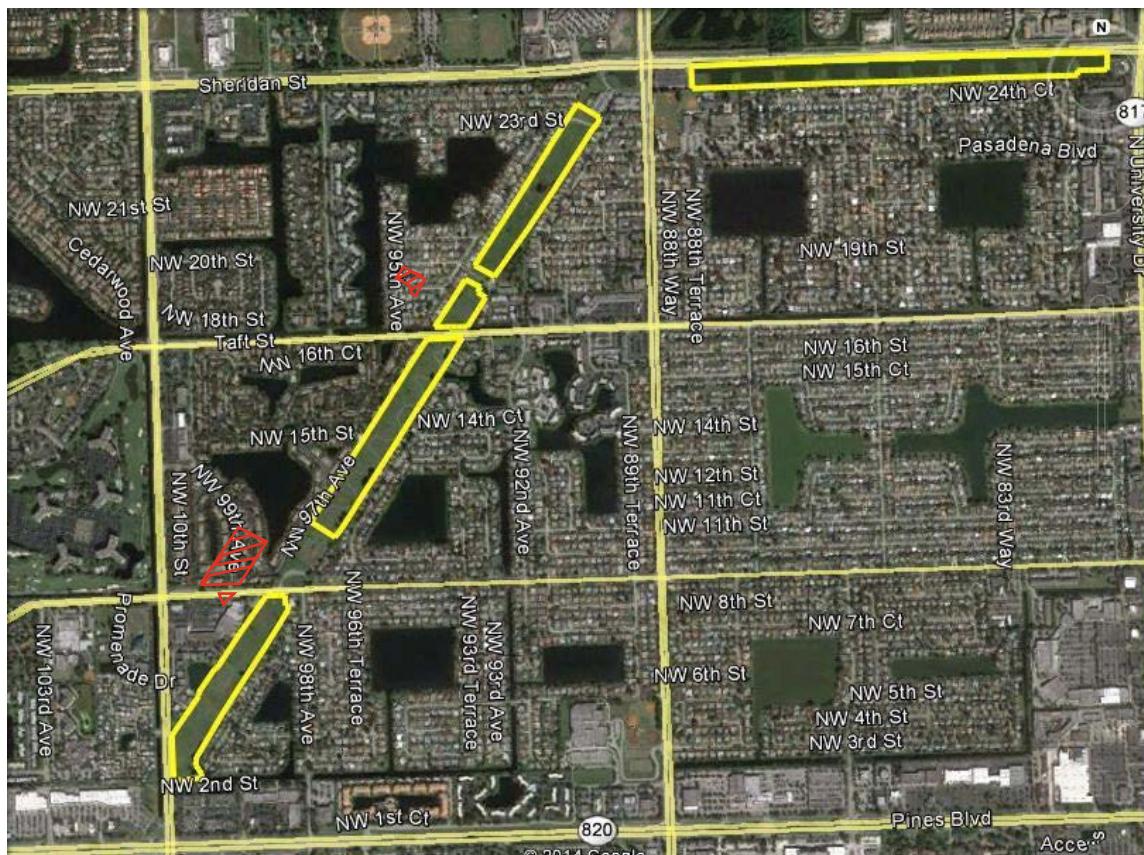
LAWN MAINTENANCE
FIRE STATION #33



600 SW 72nd Ave, 33023

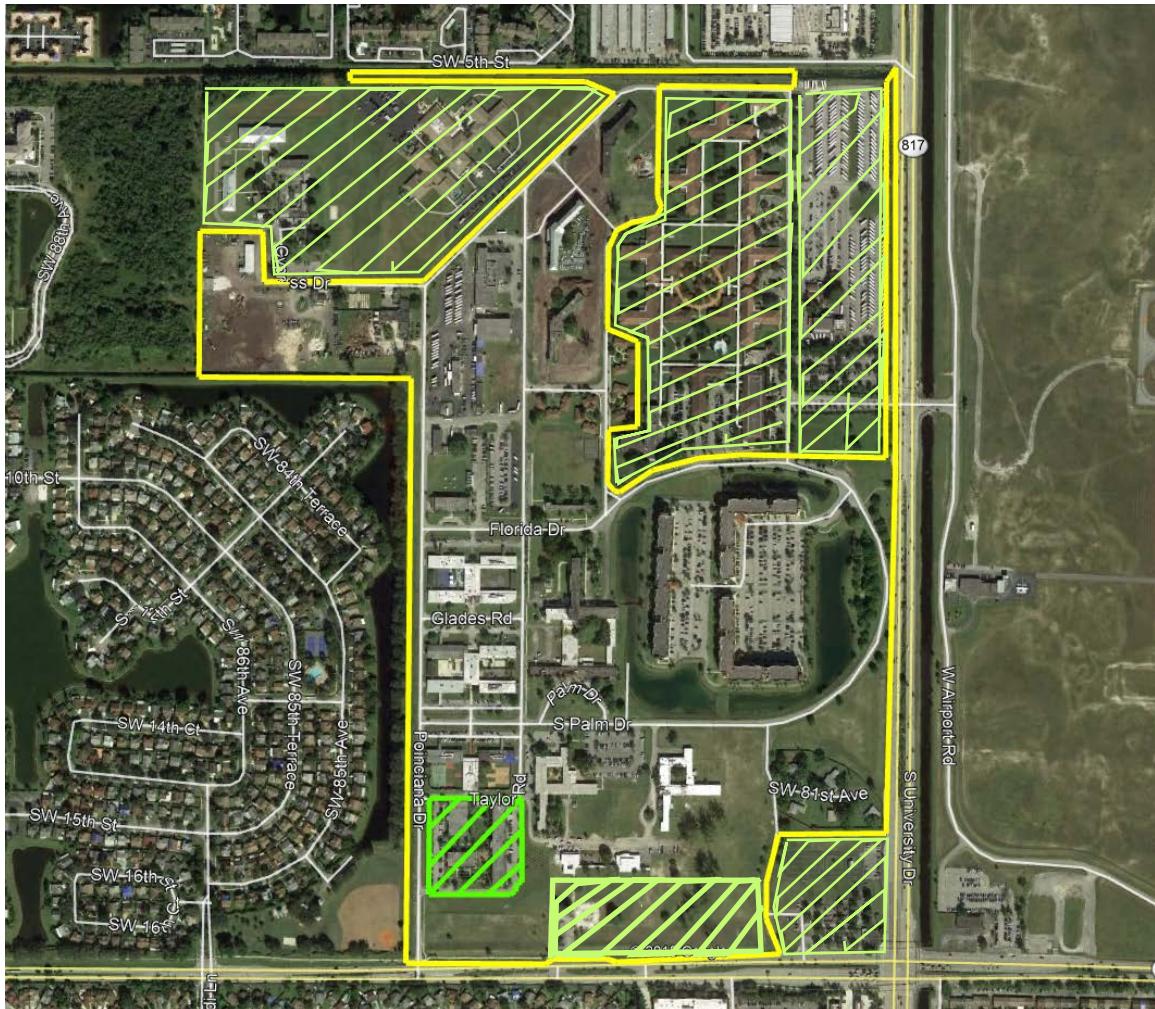
- Contractor responsible within the fence and to the edge of road on the east side of property.

LAWN MAINTENANCE **FPL EASEMENT**



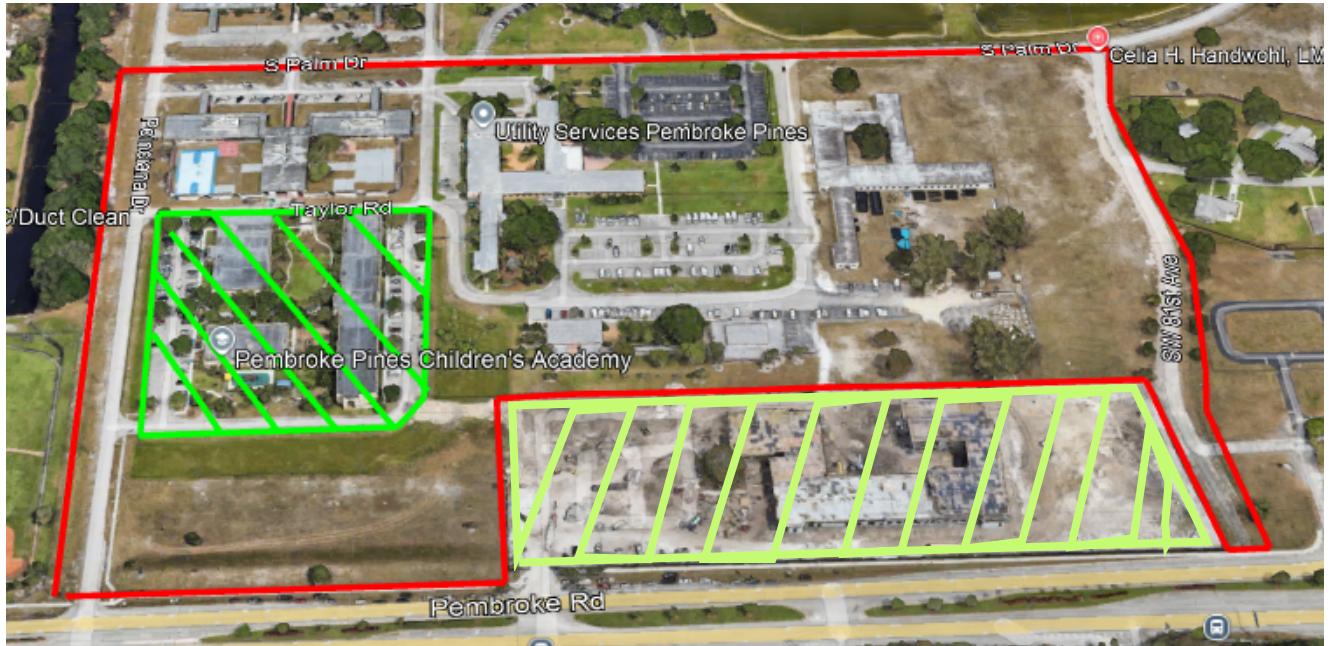
- Maintenance area for this easement runs west from University Drive to just west of Douglas and then turns heading southwest ending at Palm Ave and NW 2 St.
- Ficus hedge and bank from roads edge to waters edge south side of Sheridan Street between University Drive and Douglas Road is included, maintained at 10' in height and 3' from guardrail. City will reduce hedge height to 10' prior to contract award.
- Maintain swale on south side of Sheridan from University to Douglas.
- Contractor is responsible for maintaining up to the neighboring property lines, water's edge, and/or road's edge where applicable
- At this location only, the City will allow bush hogs as an acceptable cutting equipment, however a 10' wide strip along each side of the walk paths must be maintained with a regular mower.
- Note that Fahey Park, the Dog Park, and McCluskey Rainbow Park are excluded (Red Hashed Areas)

LAWN MAINTENANCE HOWARD FORMAN MASTER MAP



Located on the NW corner of University Drive and Pembroke Road. Everything within the yellow border, **excluding green hashed areas**. Refer to Howard C. Foreman Sections 1-6 maps for service details.

LAWN MAINTENANCE
HOWARD FORMAN SECTION 1



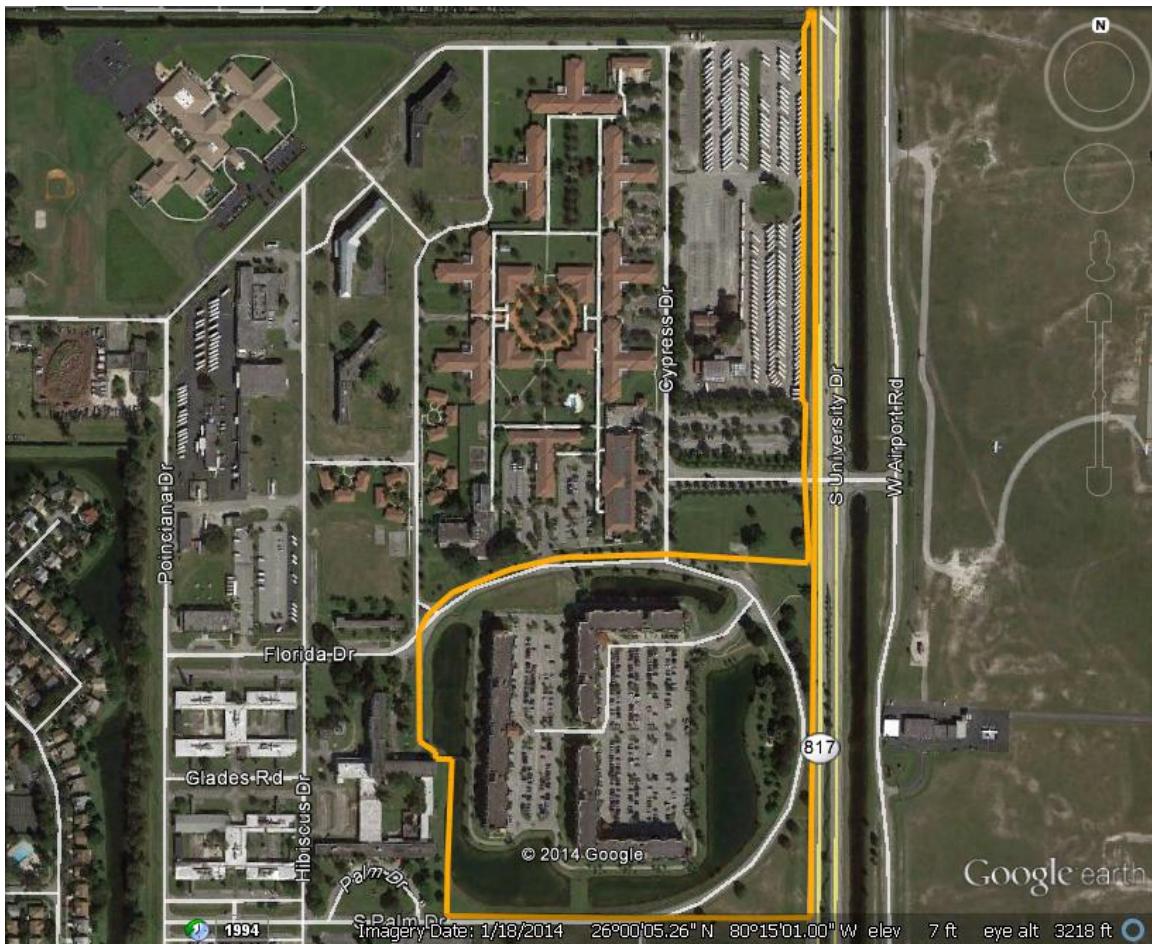
- Green area inside Howard Forman Section 1 is excluded
- Responsible to fence on west side and to the road's edge on the south side.

LAWN MAINTENANCE
HOWARD FORMAN SECTION 2



R&R Village

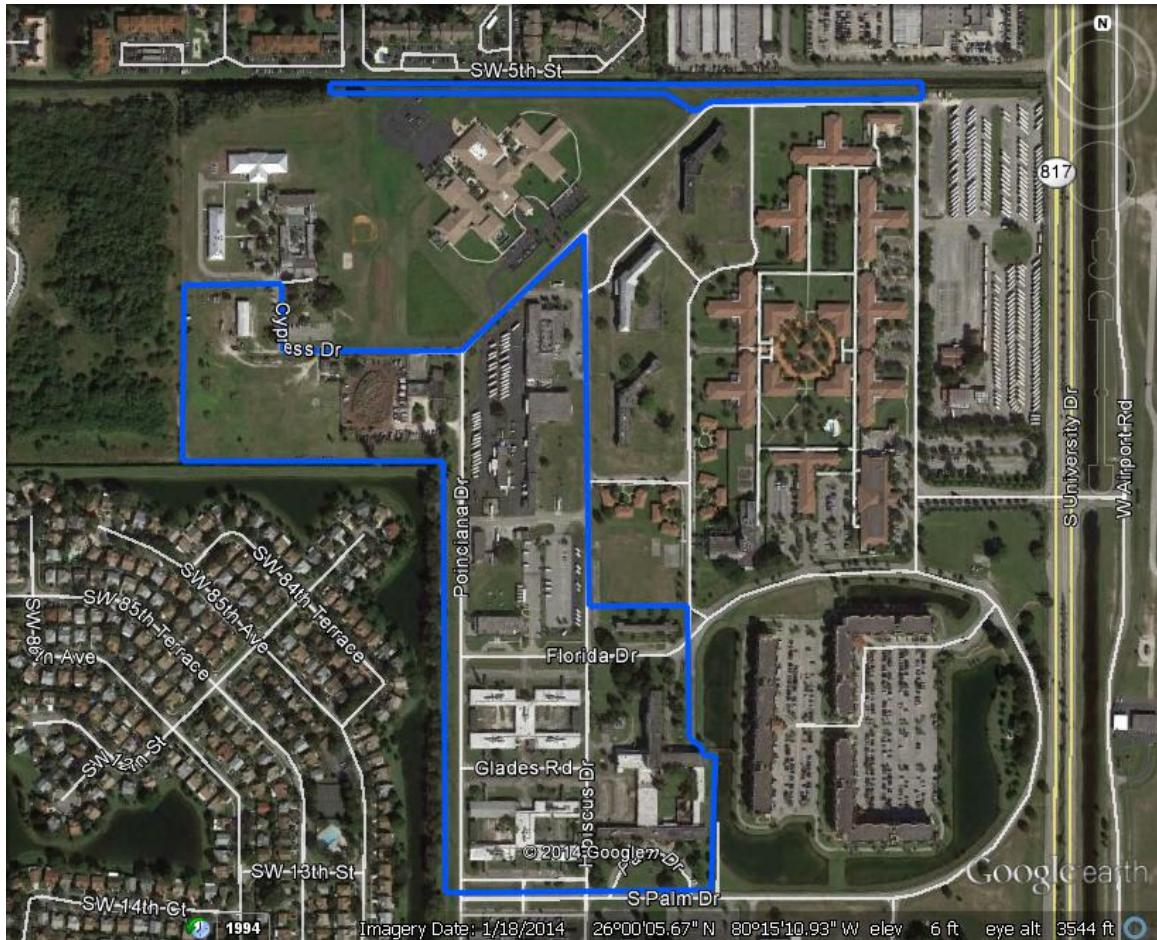
LAWN MAINTENANCE
HOWARD FORMAN SECTION 3



Pines Place

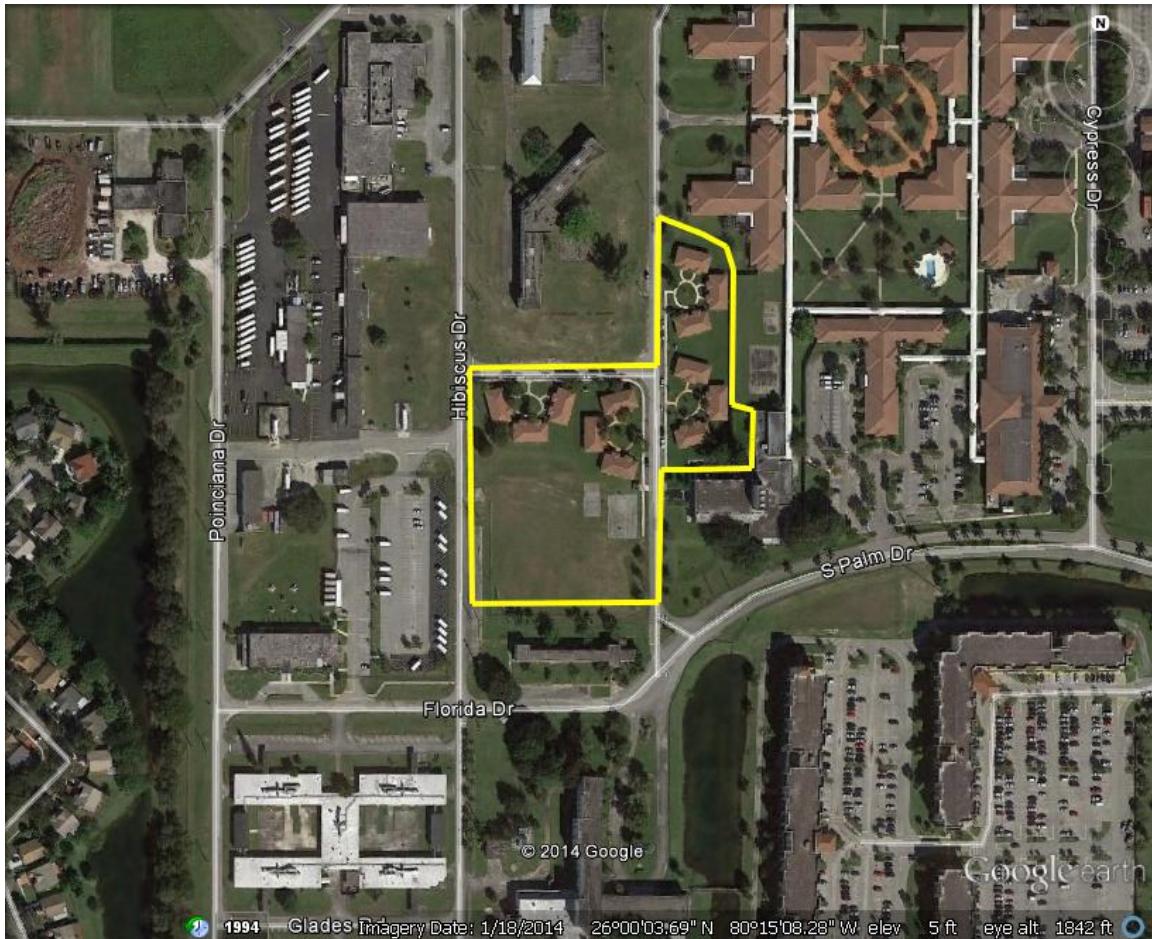
- Yellow area is extant of Howard Forman Section 3
- Responsible from sidewalk to the road's edge on the east side of property to the northern end of the canal located on the north side of the property line
- Responsible for the entire swale area outside of the eastern fence of the Broward County School Board Bus Depot
- Contractor shall use a straight line eastward from the intersection of Cypress Drive and Florida Drive to delineate northern extant of main section as seen on above map
- Contractor shall use a straight line eastward from the northward curve of South Palm Drive as the southern boundary extant as seen on above map.

LAWN MAINTENANCE
HOWARD FORMAN SECTION 4



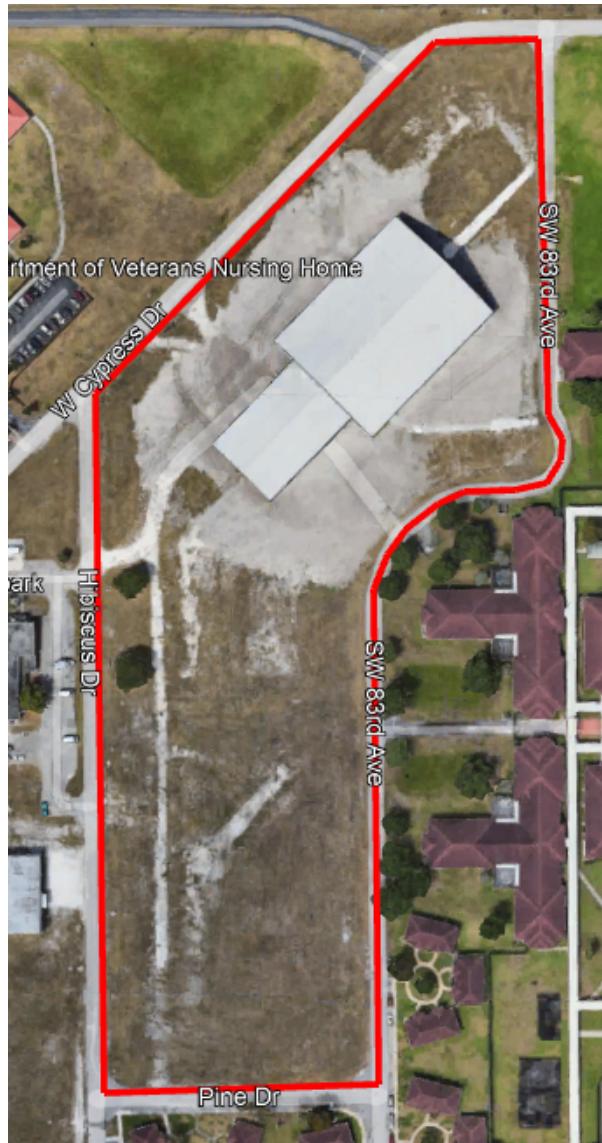
- Responsible to the fence on the western side of Poinciana Drive
- Not responsible for long ficus hedge bordering Honeywoods HOA on northwest corner
- Contractor responsible for northern border of Howard Forman complex in this section as indicated on map to the top of the canal before the steep embankment starts

LAWN MAINTENANCE
HOWARD FORMAN SECTION 5



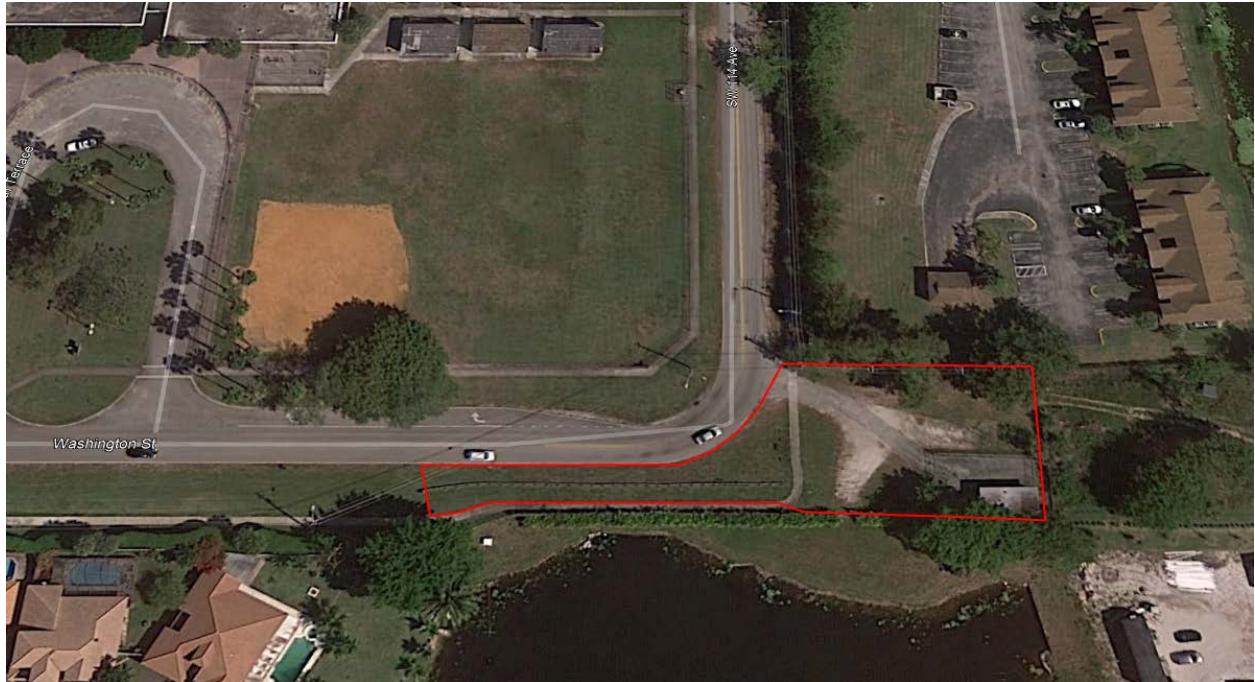
Children's Harbour

LAWN MAINTENANCE
HOWARD FORMAN SECTION 6



Section 6
Public Services Equipment
Storage Facility

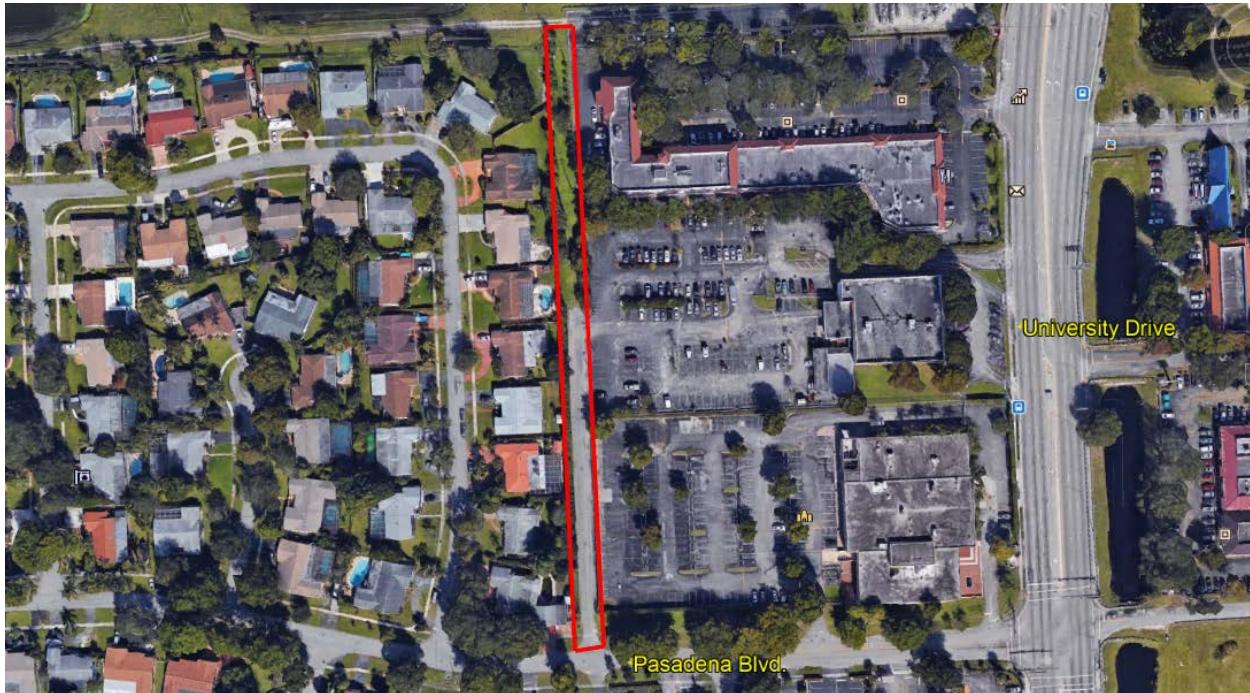
LAWN MAINTENANCE
MASTER LIFT STATION 4



Located at the corner of NW 114th Ave and Washington Street

- Within the fence and to the road's edge, extending onto the south swale of 114th to the end of the railing

LAWN MAINTENANCE **POST OFFICE ALLEY**



Located north of Pasadena Blvd. between University and NW 82nd Avenue

- Mow, edge and weed grass area, lift canopies to 7', clean all vegetative debris on ground, remove all exotic vegetation, trim hedges at 8', and clean areca palms.

LAWN MAINTENANCE SW FOCAL POINT & SENIOR CENTER



301 NW 103rd Ave, 33026

- Responsible to the road's edge on the western side of property
- Wetland area outlined in white on map is excluded from the contract but the contractor is responsible to weed eat down to where Saint Augustine grass stops growing into the natural areas and hedge trim upland shrubs
- Contractor must pay special attention to remove grass clippings on sidewalks quickly due to numerous senior pedestrian residents and visitors.

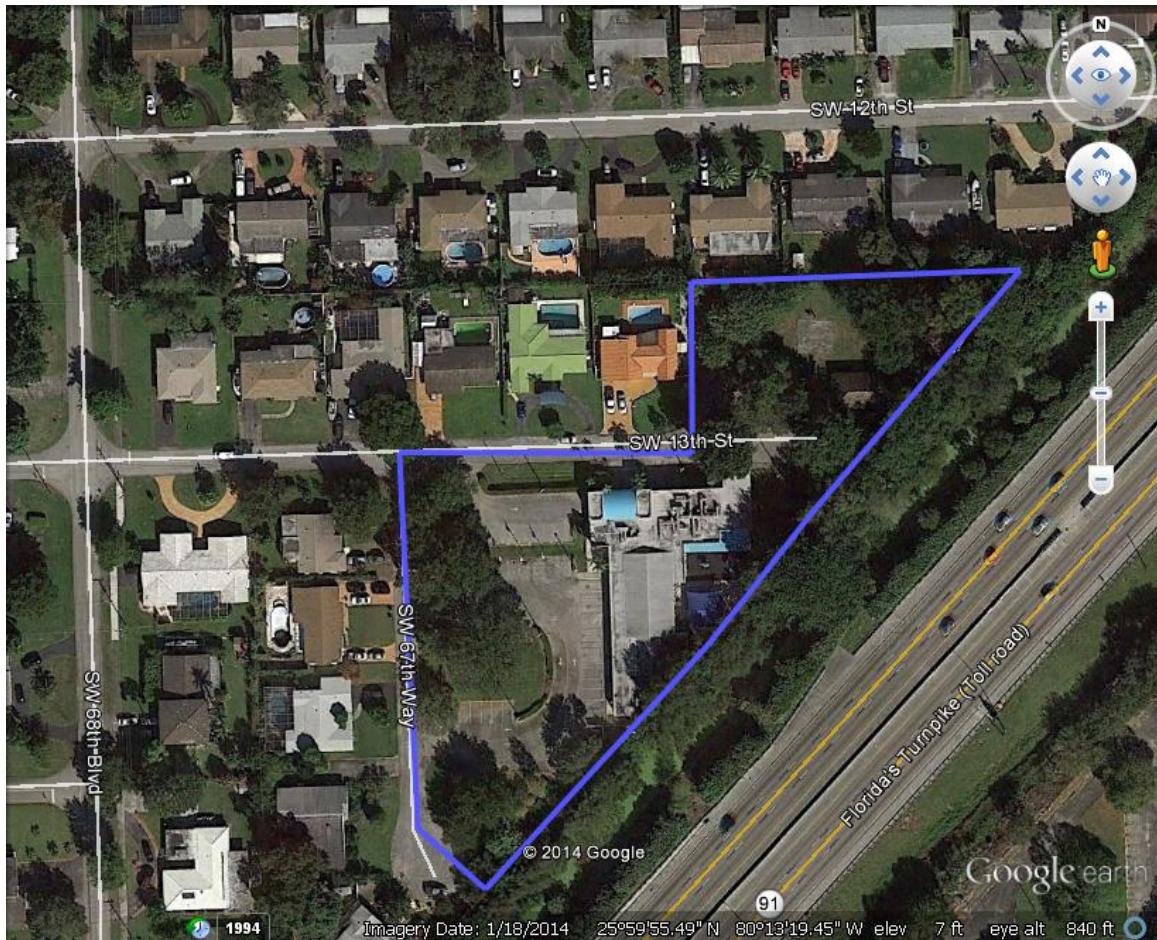
LAWN MAINTENANCE
VACANT LOT AT CITY CENTER



10100 Pines Blvd., 33025

- Inside red border

LAWN MAINTENANCE
VILLAGE PRE-K & EARLY DEVELOPMENT CENTER



6700 SW 13th Street, 33023

- Responsible for full grounds maintenance inside blue boarder including removal of all fallen leaves at each time of service.

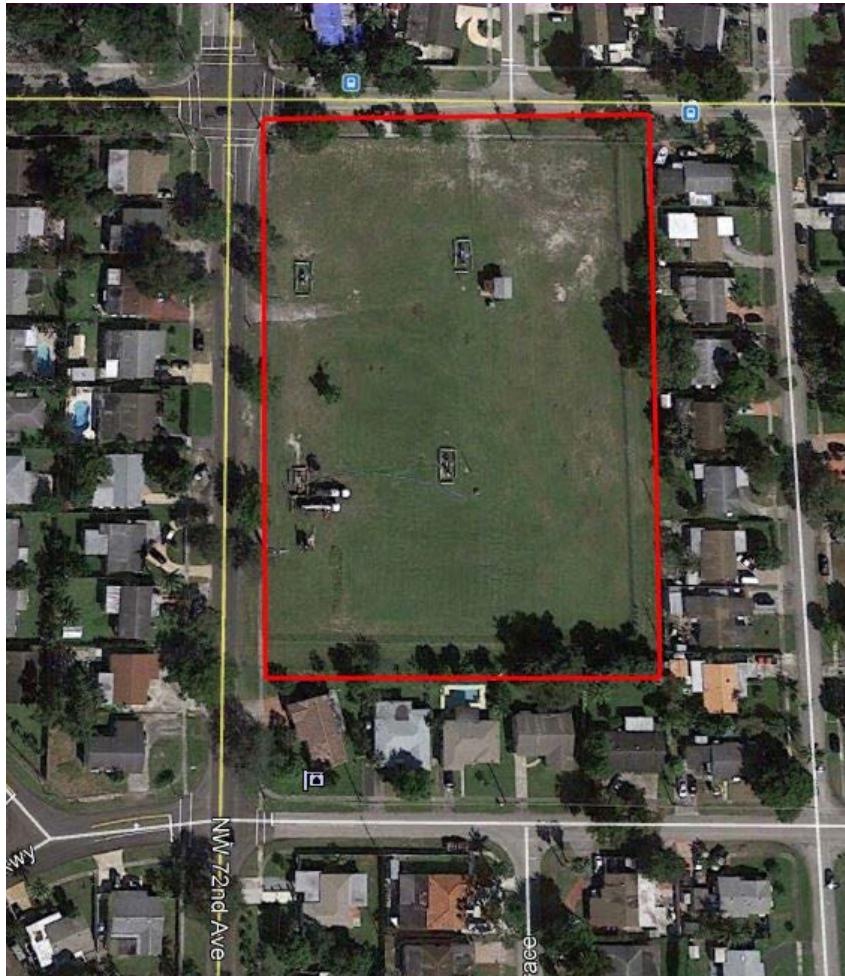
LAWN MAINTENANCE **WATER PLANT**



7960 Johnson Street, 33024

- Contractor is responsible for maintenance from within the fence to the road's edge of Johnson St.

LAWN MAINTENANCE **WELL FIELD**



7190 Johnson Street, Hollywood, 33024

- Maintain to the edge of the road on the north and west sides
- Maintain to the abutting Property owners fence on the south and east sides

Exhibit "A"

LAWN MAINTENANCE **ACADEMIC VILLAGE BOOSTER STATION**



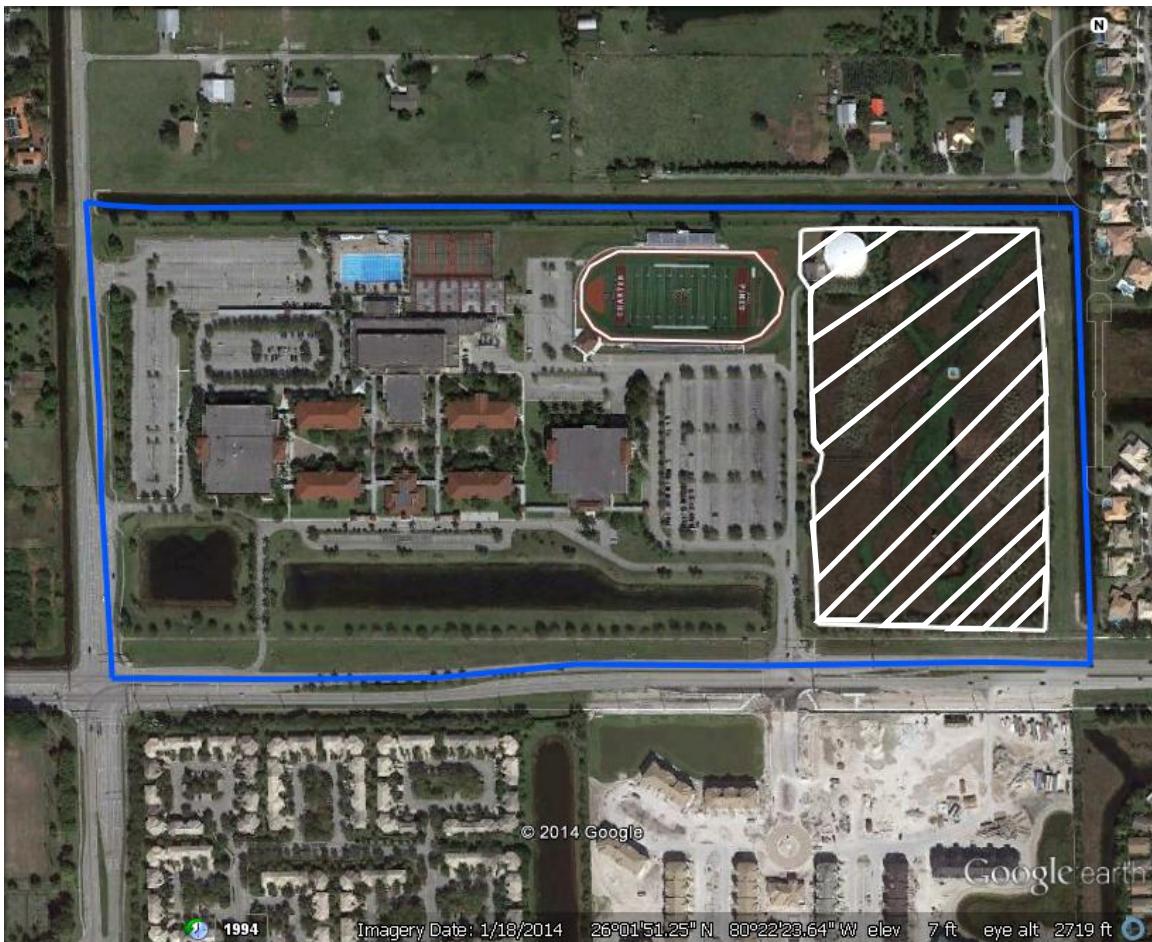
17189 Sheridan Street, 33331

- Responsible for all areas within the fence

Exhibit "A"

LAWN MAINTENANCE

ACADEMIC VILLAGE

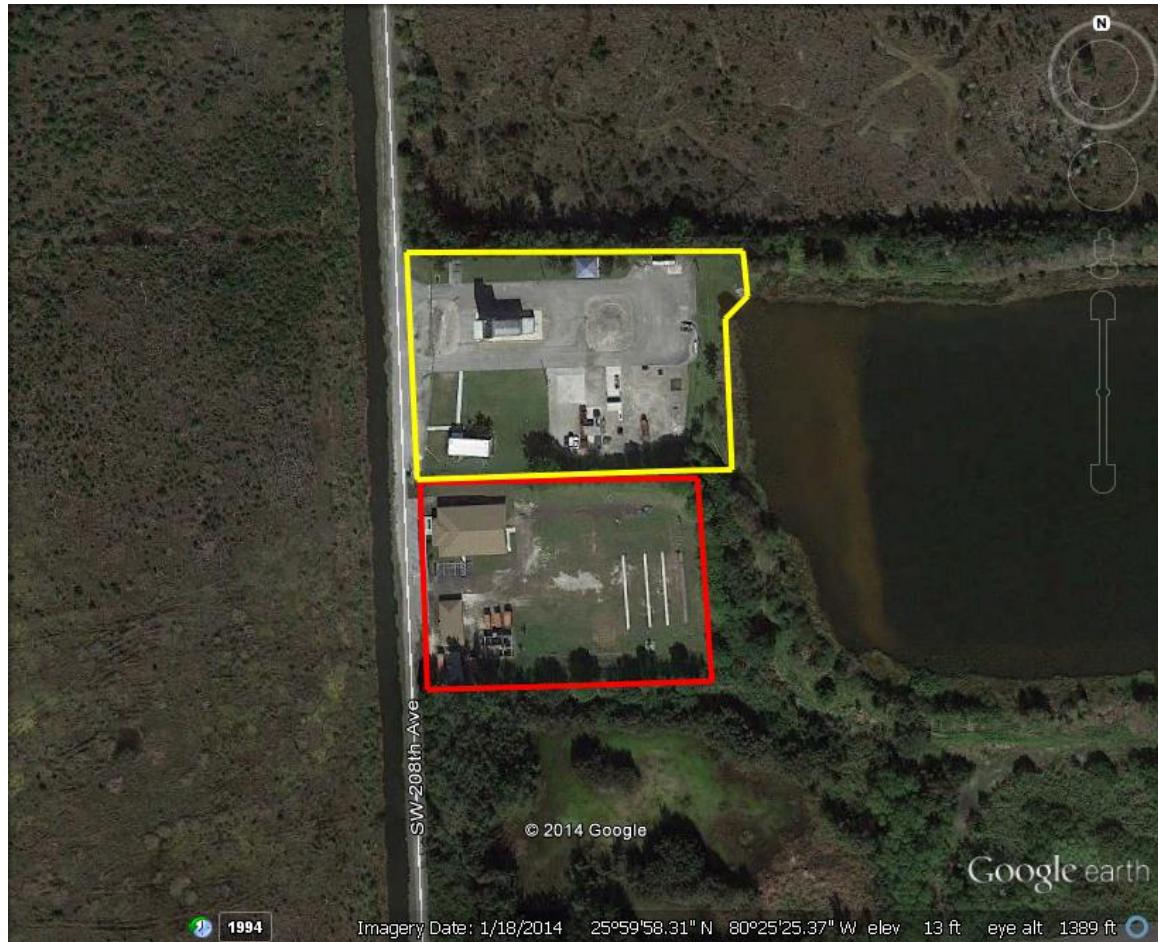


17189 Sheridan Street, 33331

- Wetland area and inside track outlined in white is excluded from the contract with exception to the booster station which is identified in 1.28- all trees direct adjacent to the wetland are also excluded
- Contractor responsible to the water's edge on the canals on the north and east side of property and responsible to the road's edge on the south and west side

Exhibit "A"

LAWN MAINTENANCE FIRE & POLICE TRAINING FACILITIES



1100 208th Ave, 33029

Fire Training Facility (yellow border)

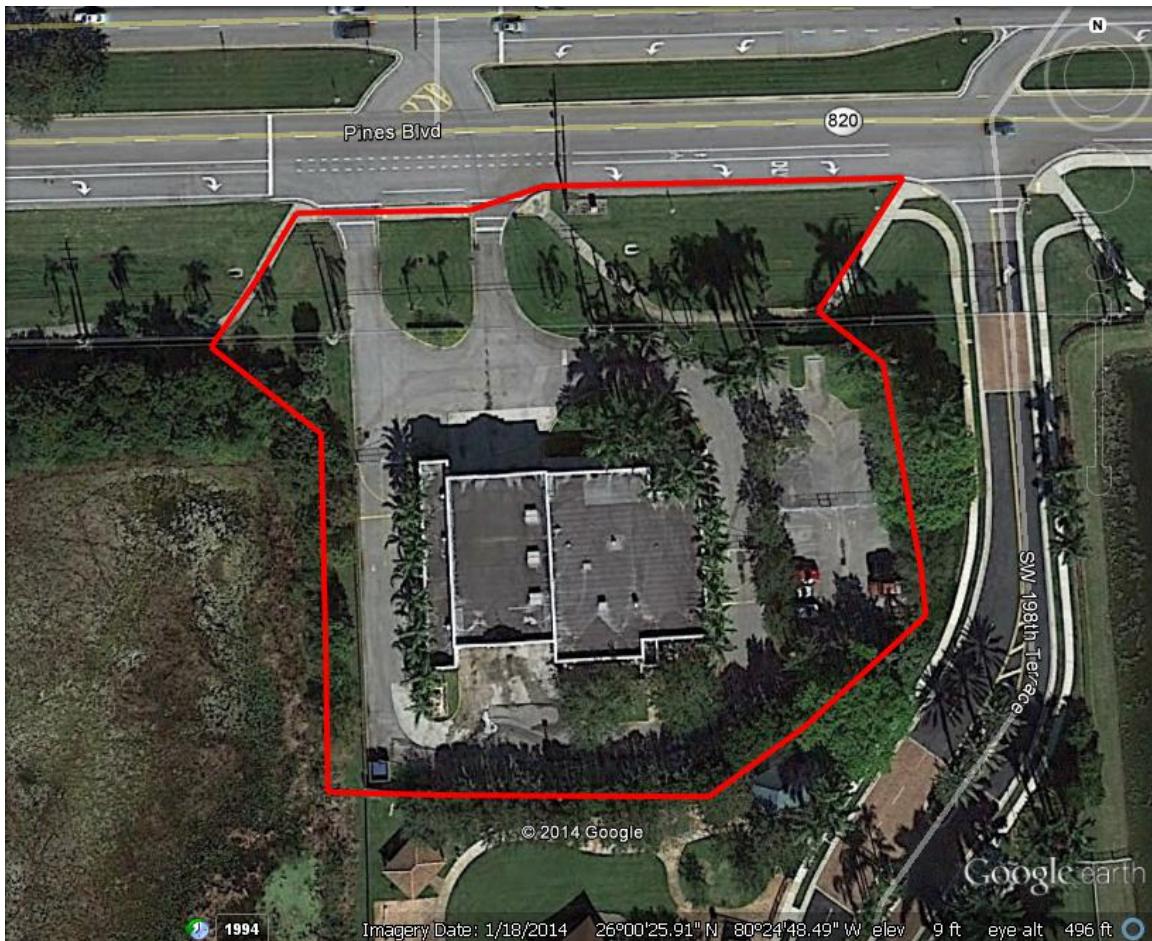
- Responsible for all areas within the fence, berm and the lake's edge
- Maintain all swales from the north gate to the Fire/Police border, from the water's edge to 10' east of the roads edge
- The entire entryway from Pines Boulevard to the north gate, east and west to the edges of the natural areas

Police Training Facility (red border)

- Responsible for all areas within the fence, and berm
- Maintain swales from Fire/Police border to Pembroke road from water's edge to 10' east of FPL poles.

Exhibit "A"

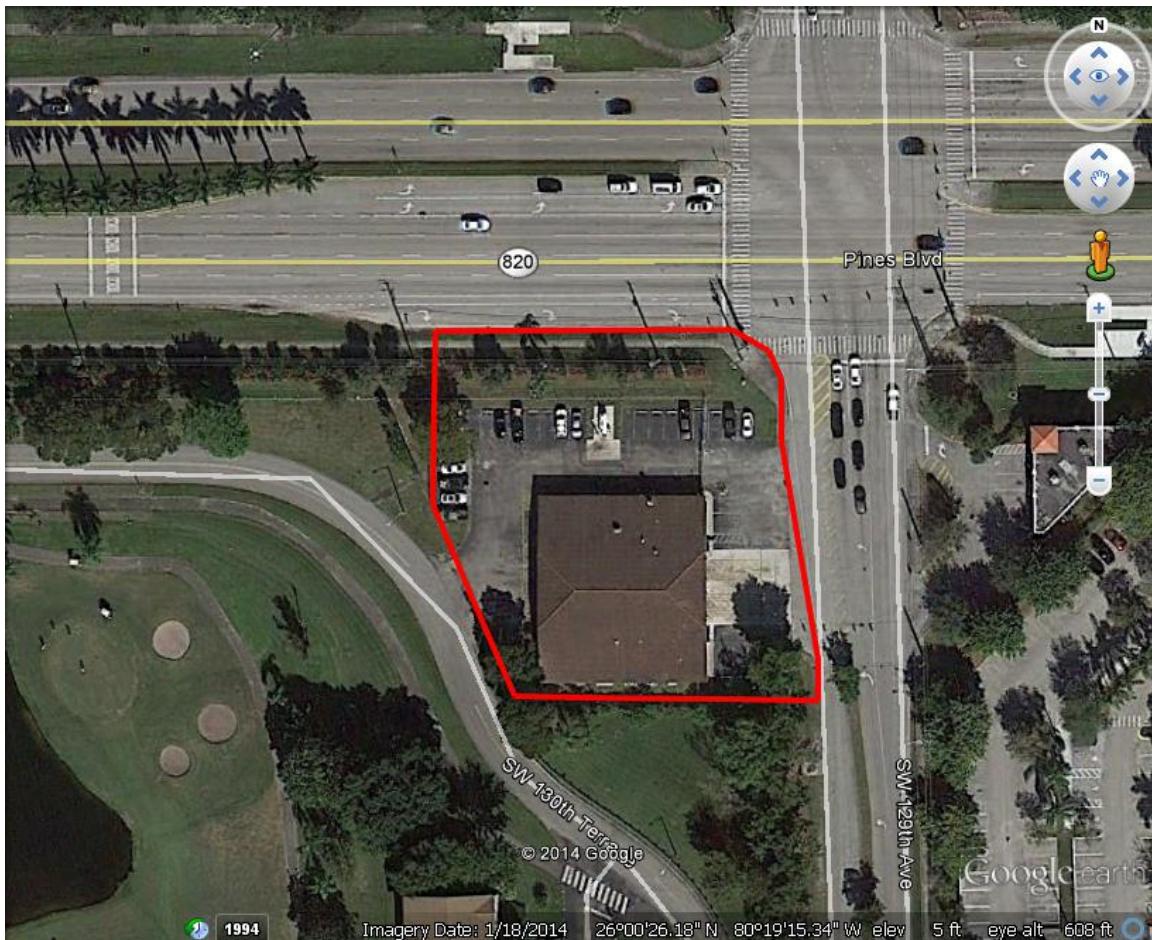
LAWN MAINTENANCE **FIRE STATION 79**



- Responsible to the road's edge on the north side of the property and to the edge of the wetland on the west side of property, everything inside red border

Exhibit "A"

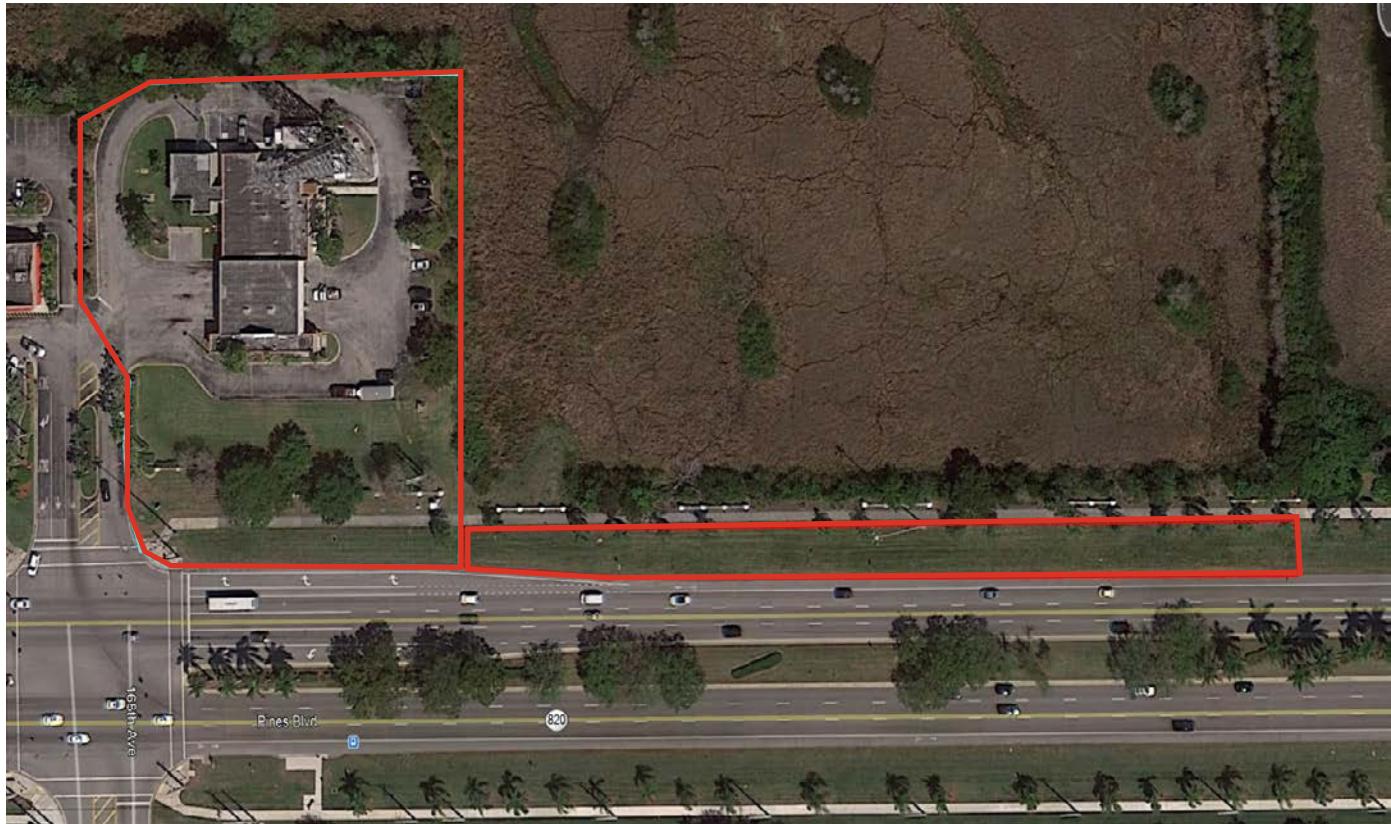
LAWN MAINTENANCE FIRE STATION 89



13000 Pines Blvd, 33027

- Responsible to road's edge on the north side of property, everything inside red border

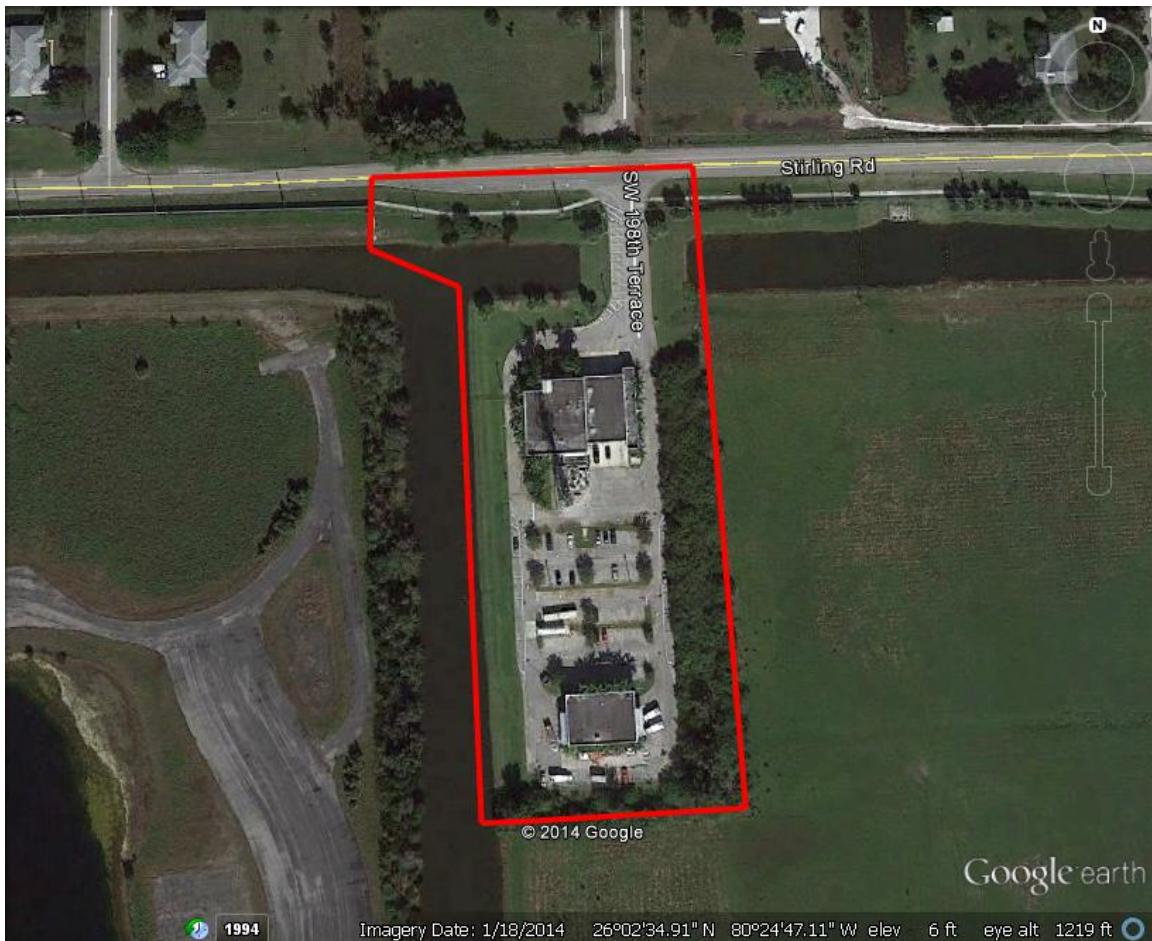
LAWN MAINTENANCE
FIRE STATION 99



16999 Pines Blvd., 33028

- The eastern and northern property line extends past the fence to the edge of the adjacent wetland
- Responsible to the road's edge on the south side of the property
- Additional swale will be cut from the sidewalk to street and from white fence to the end of the fence line (as shown in red).

LAWN MAINTENANCE FIRE STATION 101



6057 SW 198th Terrace, 33332

- Responsible to road's edge on the north side of the property to extent indicated on the map
- Adjacent areas to the canals are to be maintained to the water's edge.

LAWN MAINTENANCE **FSU CAMPUS**



601 SW 172ND Avenue, 33027

- Responsible to road's edge on the west side of property, eastern boundary is the entrance road and as indicated on the map

LAWN MAINTENANCE **HOLLY LAKE BOOSTER STATION**



21800 NW 8TH Place, 33029

- Responsible for all areas within the fence(Red border on map) and to the road's edge (See yellow highlighted route to site form US 27 for directions)
- Maintain a 10' perimeter outside the north and west fence lines

Exhibit "A"

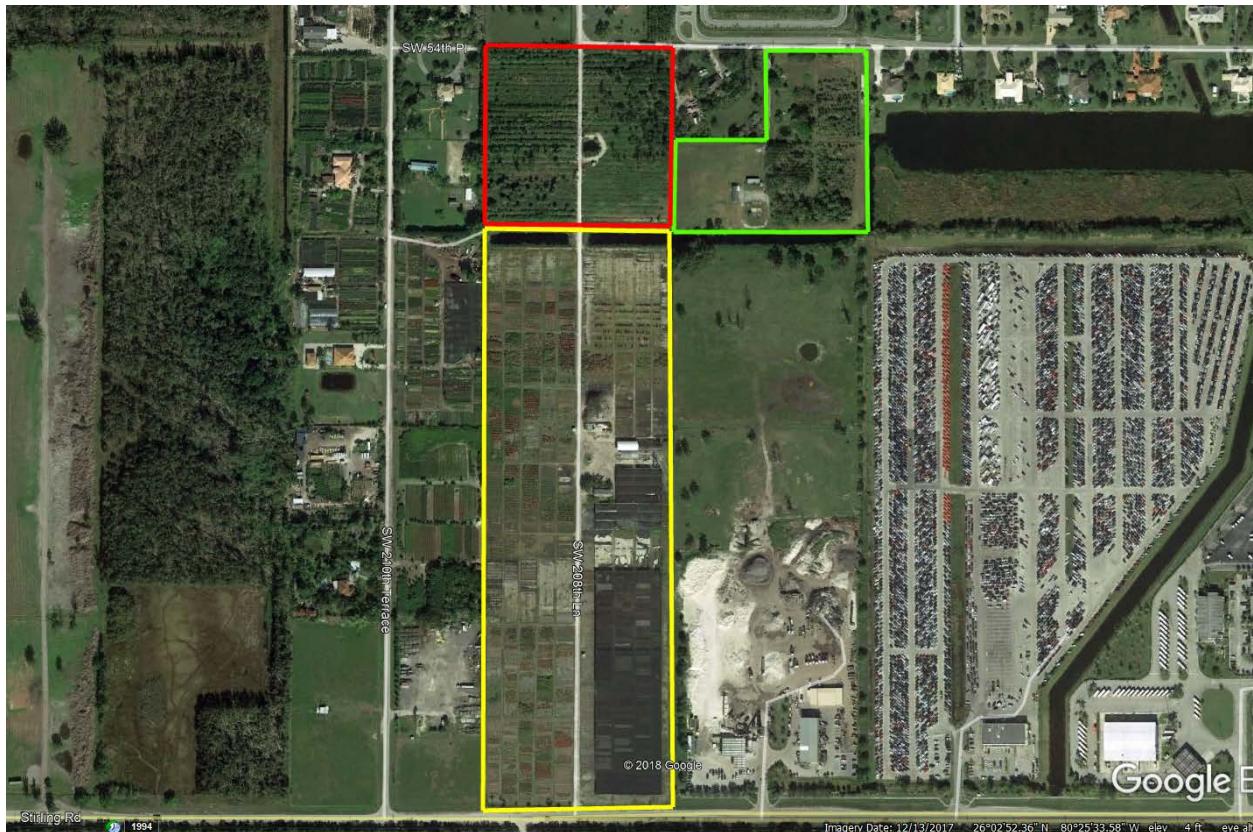
LAWN MAINTENANCE
HOLLY LAKE PARKS & RECREATION BLDG.



21451 Johnson Street, 33029

- Responsible for everything inside red border, fence line and vines on the fence.

LAWN MAINTENACE NURSERY PROPERTIES



Section 1- 5400 SW 208th Lane, Southwest Ranches 33332 (red border)

- Monthly bush hog service along entire inside perimeter fence (no less than 10' in width) and driving lane (Dirt Road) from 54th Place going south

Section 2- 5400 SW 208th Lane, Southwest Ranches 33332 (yellow border)

- Monthly bush hog service within entire area

Section 3- 20710 SW 54th Place, Southwest Ranches 33332 (green border)

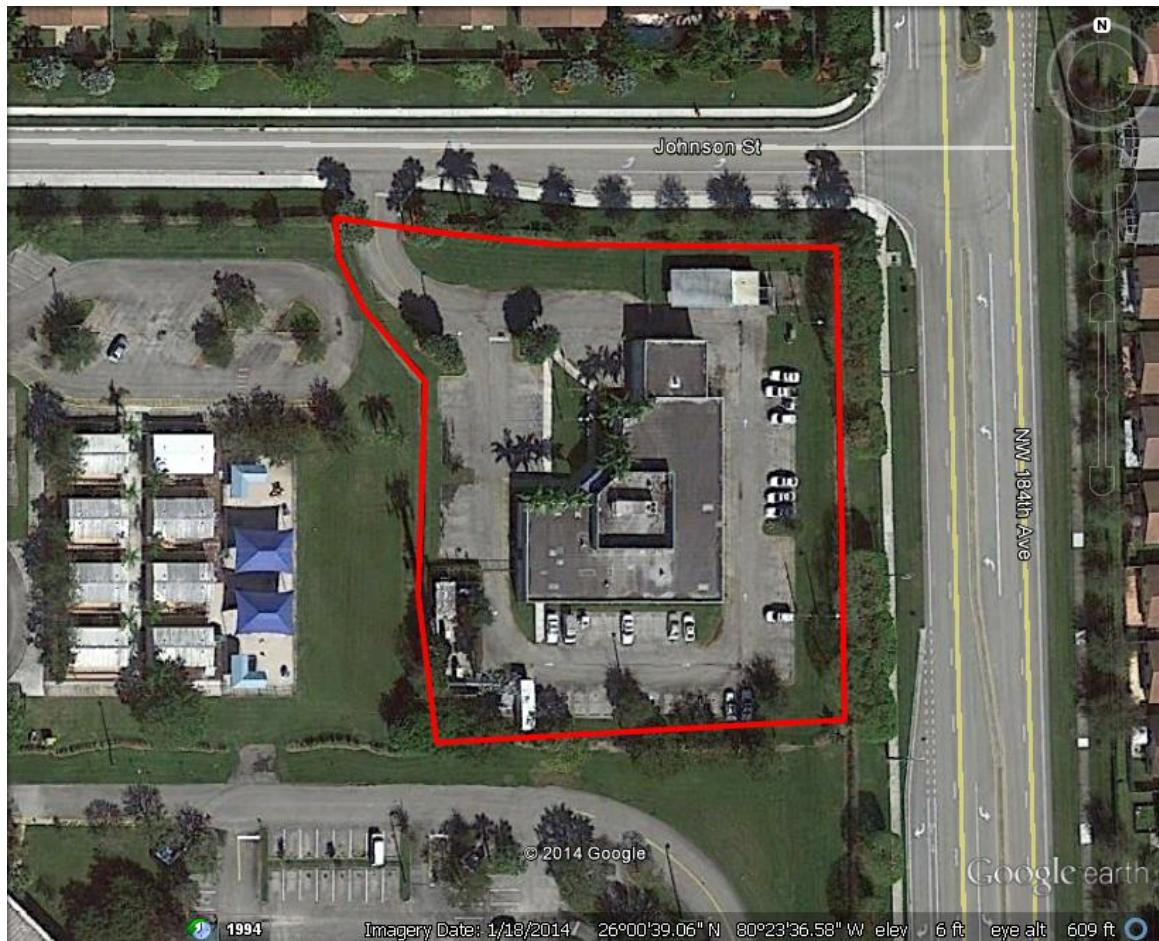
- Bi-weekly lawn service for mobile home area and driveway entrance

All Sections

- Monthly maintenance of waterbody embankments
- Bi-weekly lawn service from property line to road's edge
- Chemically control vegetative growth along all fence lines

Exhibit "A"

LAWN MAINTENANCE **POLICE SUB STATION**



18400 Johnson Street, 33029

- Responsible for all areas inside the hedges on the south, east, and north side of the property

LAWN MAINTENANCE **WASTEWATER TREATMENT PLANT**



13975 Pembroke Road, 33027

Contractor to maintain all areas within property boundaries (Red Boarder), up to water's edge, and up to the road's edge of Pembroke Road

Exhibit "A"

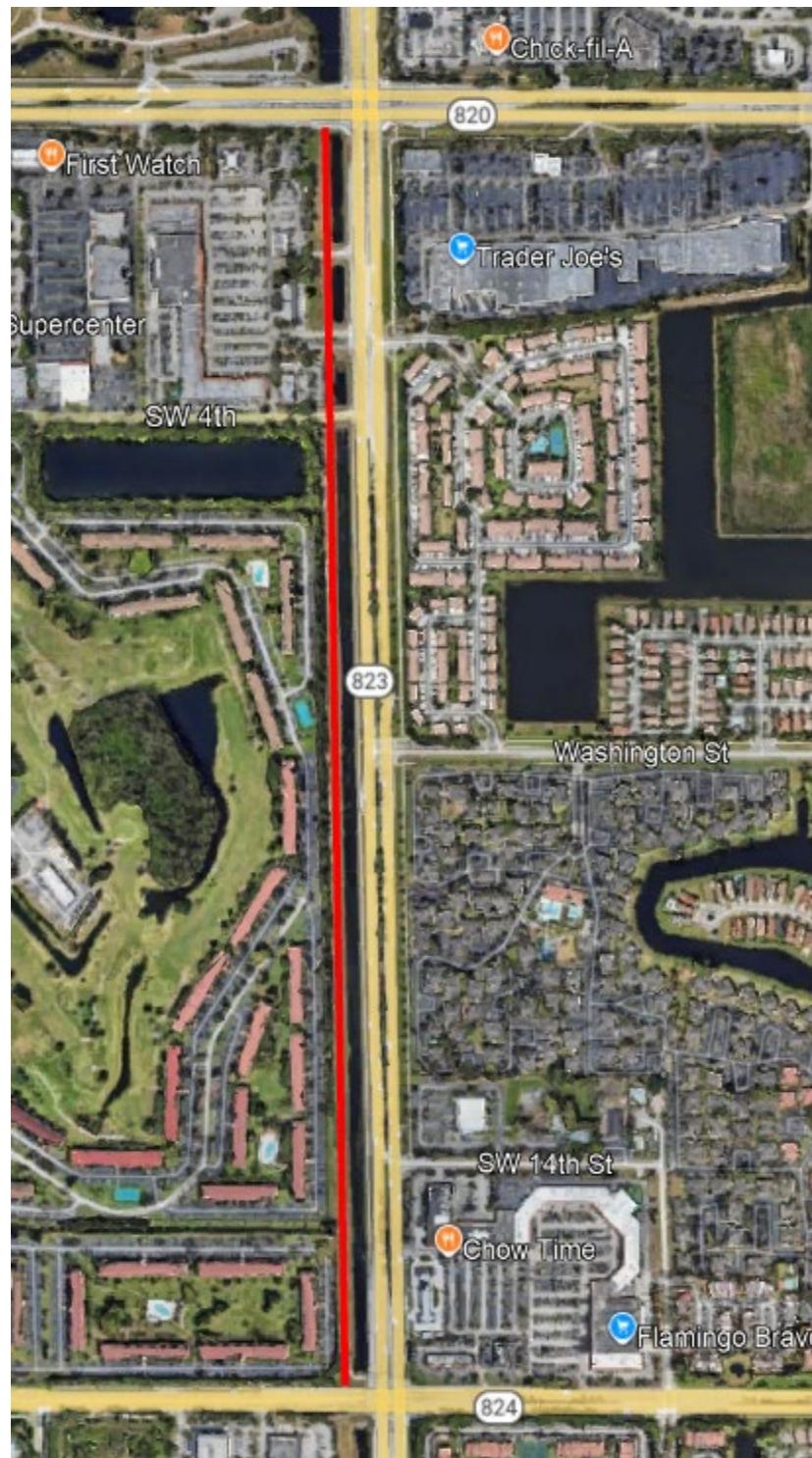
LAWN MAINTENANCE WEST CAMPUS



18500 Pembroke Road, 33029

- Responsible to the road's edge on the south and east side of property
- Contractor is responsible to the water's edge outside the fence to the canal in the southwestern corner of the property

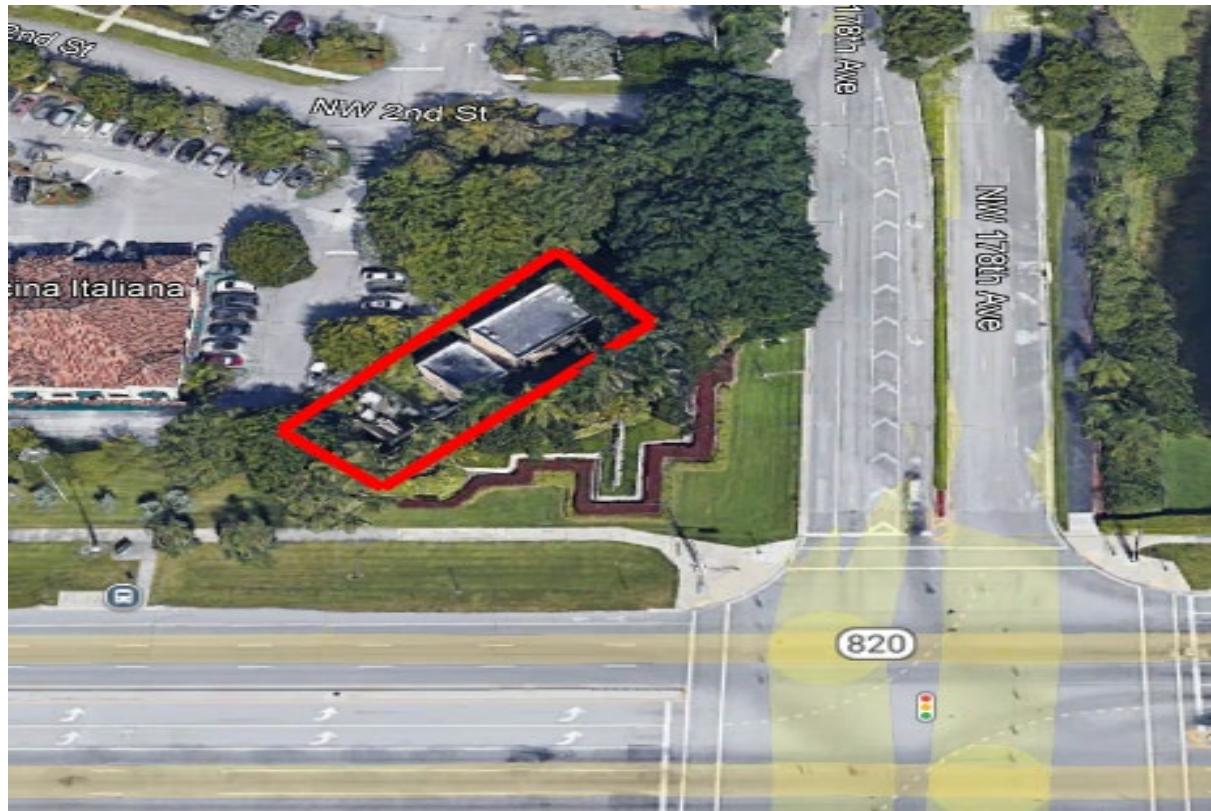
FLAMINGO GREENWAY



- From Pembroke Road to Pines Blvd west side of canal

LAWN
MAINTENANCE

Lift Station 78

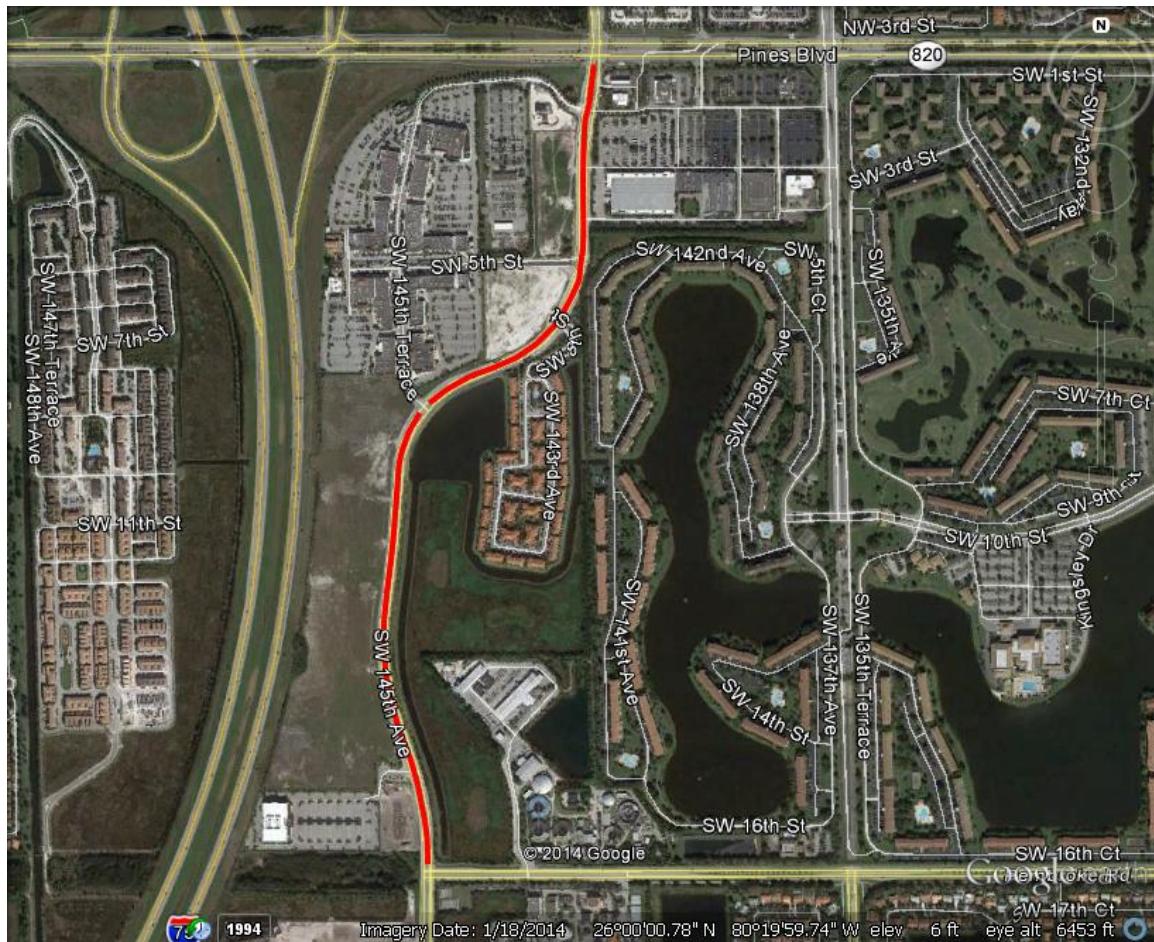


Lift Station #78 NW corner of Pines Blvd and NW 178 Ave.

Everything inside the green fence, spray weeds, annual tree trimming

Exhibit "A"

LAWN MAINTENANCE SW 145th AVENUE PEMBROKE ROAD TO PINES BLVD

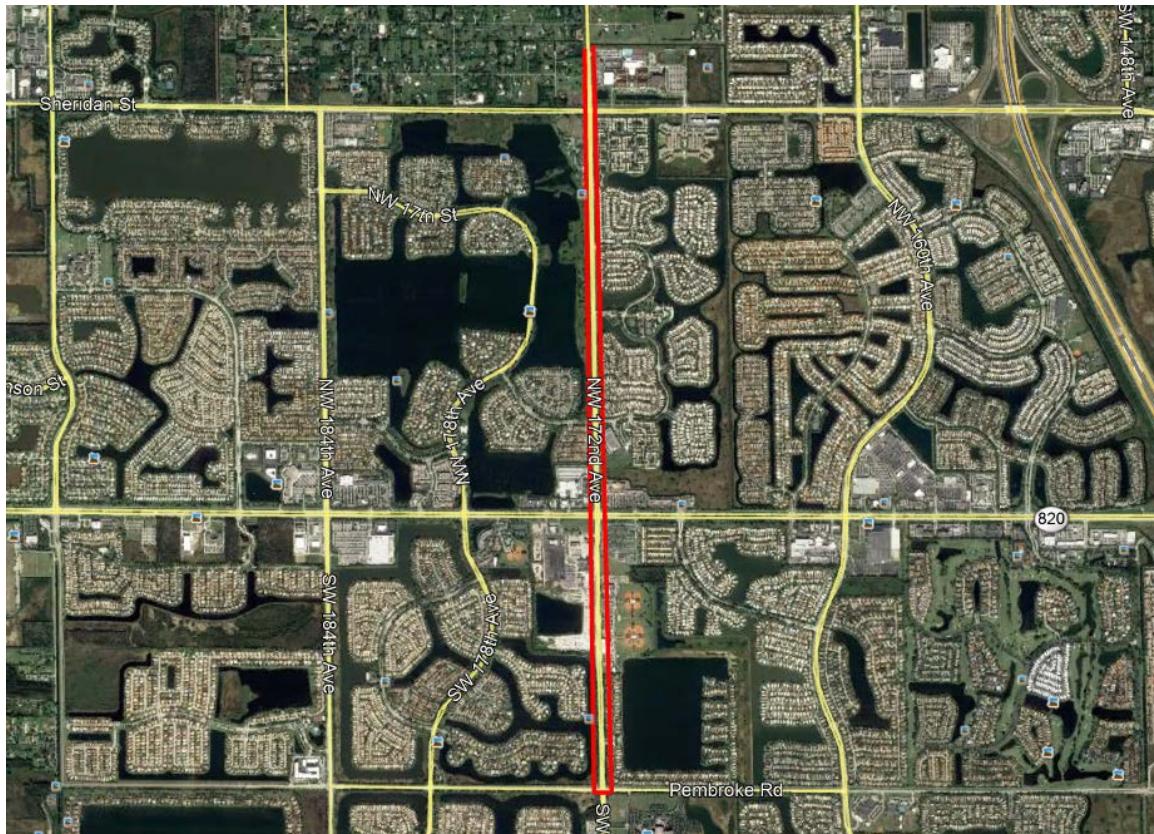


Pembroke Road to Pines Blvd.

- All center medians

Exhibit "A"

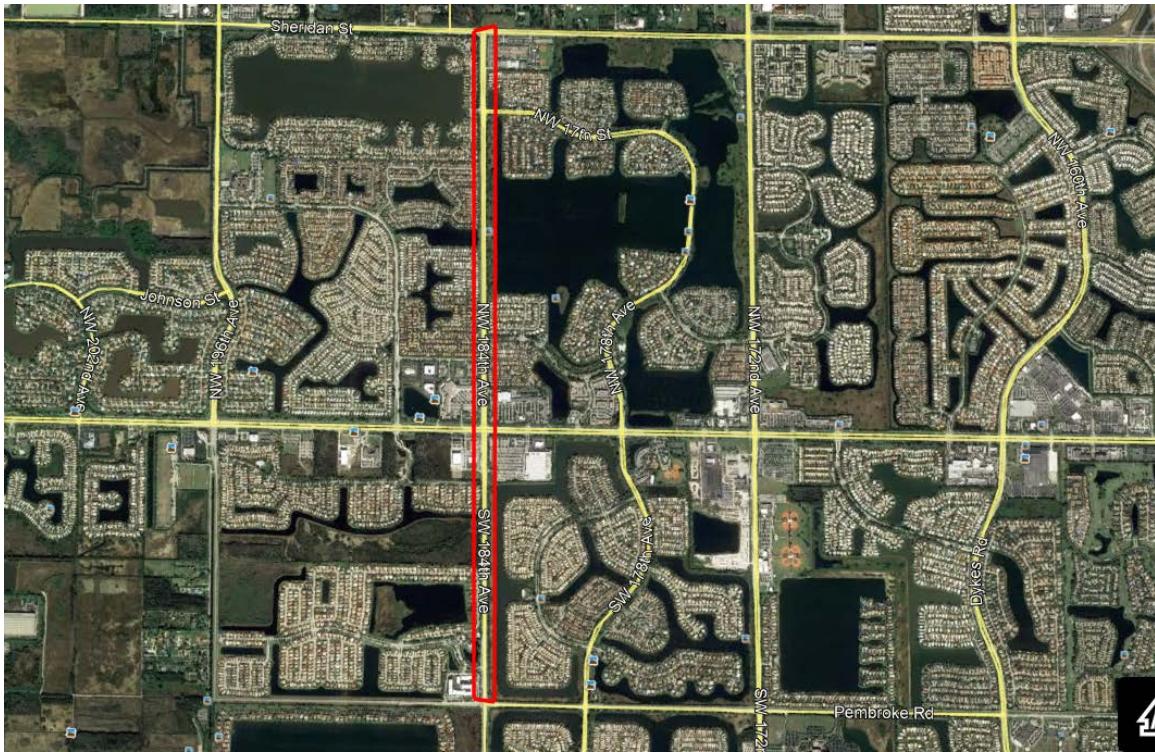
LAWN MAINTENANCE NW 172th AVENUE



NW 172 Ave from Pembroke Road to the northern property line of Academic Village

- All center medians

LAWN MAINTENANCE NW 184th AVENUE



NW 184 Ave from Pembroke Road to Sheridan Street

- All center medians
- East side swale from Pembroke Rd to the entrance of Walmart

Exhibit "A"

LAWN MAINTENANCE 196th AVENUE SECTION 1

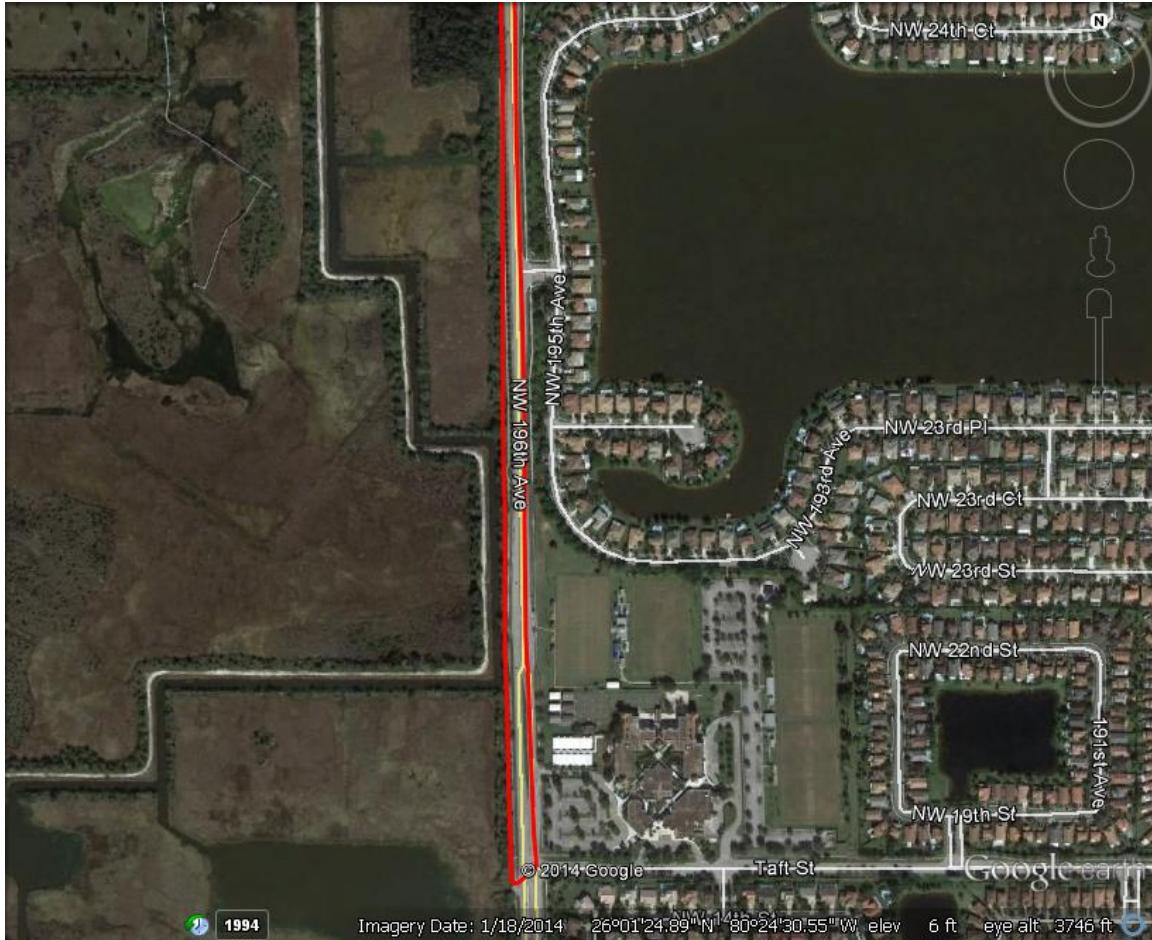


SW 196 Ave Pembroke Road to Pines Blvd.

- Responsible for maintenance of all sides of the canals from road's edge to water's edge from entrance to West Pines Soccer Park to Pembroke Road
- Eastern swale of SW 196th Avenue from SW corner of Estancia HOA (approximately SW 5th Street) to Pembroke Road from road's edge to adjacent property line or water's edge where applicable
- Western swale of SW 196th Avenue from Pembroke Road juncture north to first house

Exhibit "A"

LAWN MAINTENANCE **196th AVENUE SECTION 2**

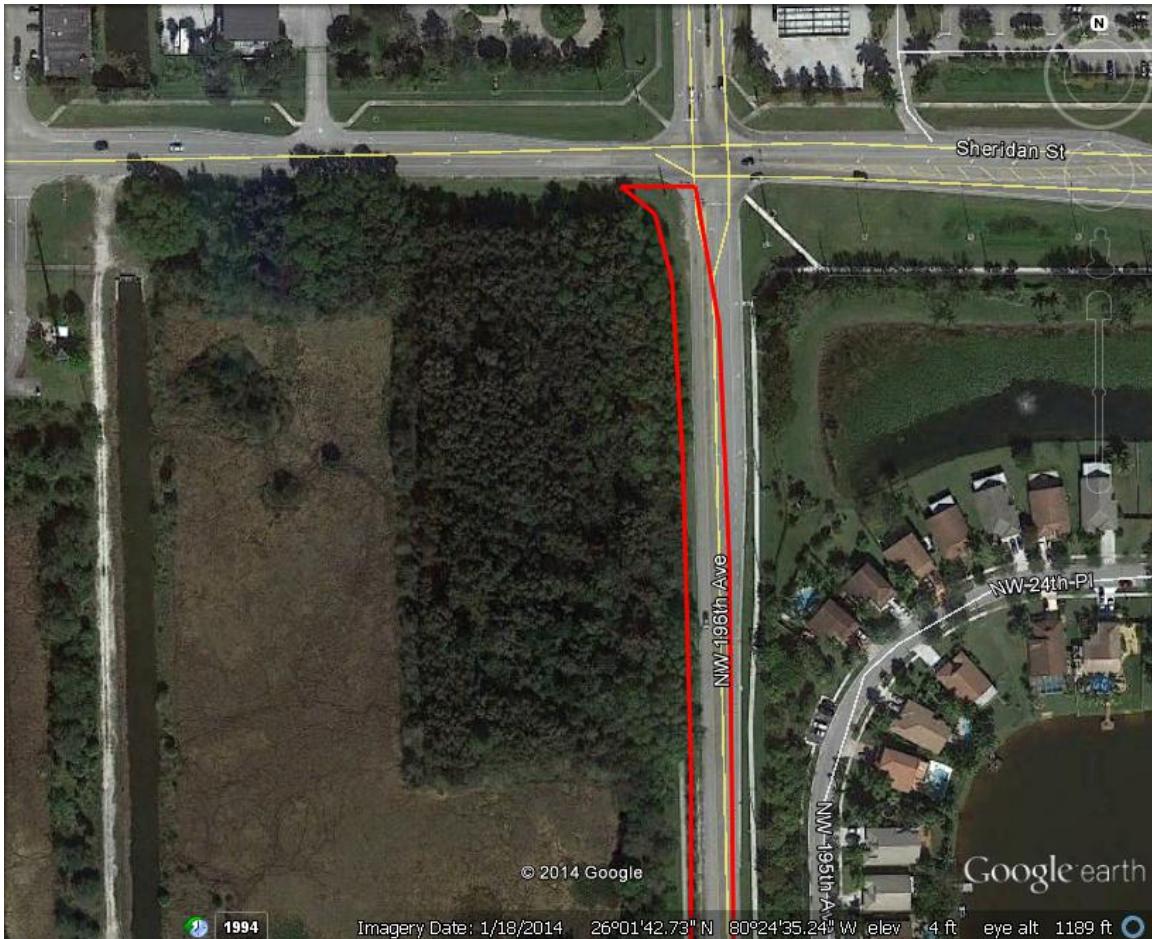


NW 196 Ave from Taft to Keystone Lakes entrance

- West swale and all center medians
- All wetland vegetation must be kept 5 feet from overhanging the sidewalk and the sidewalk must be weed free

Exhibit "A"

LAWN MAINTENANCE
196th AVENUE SECTION 3

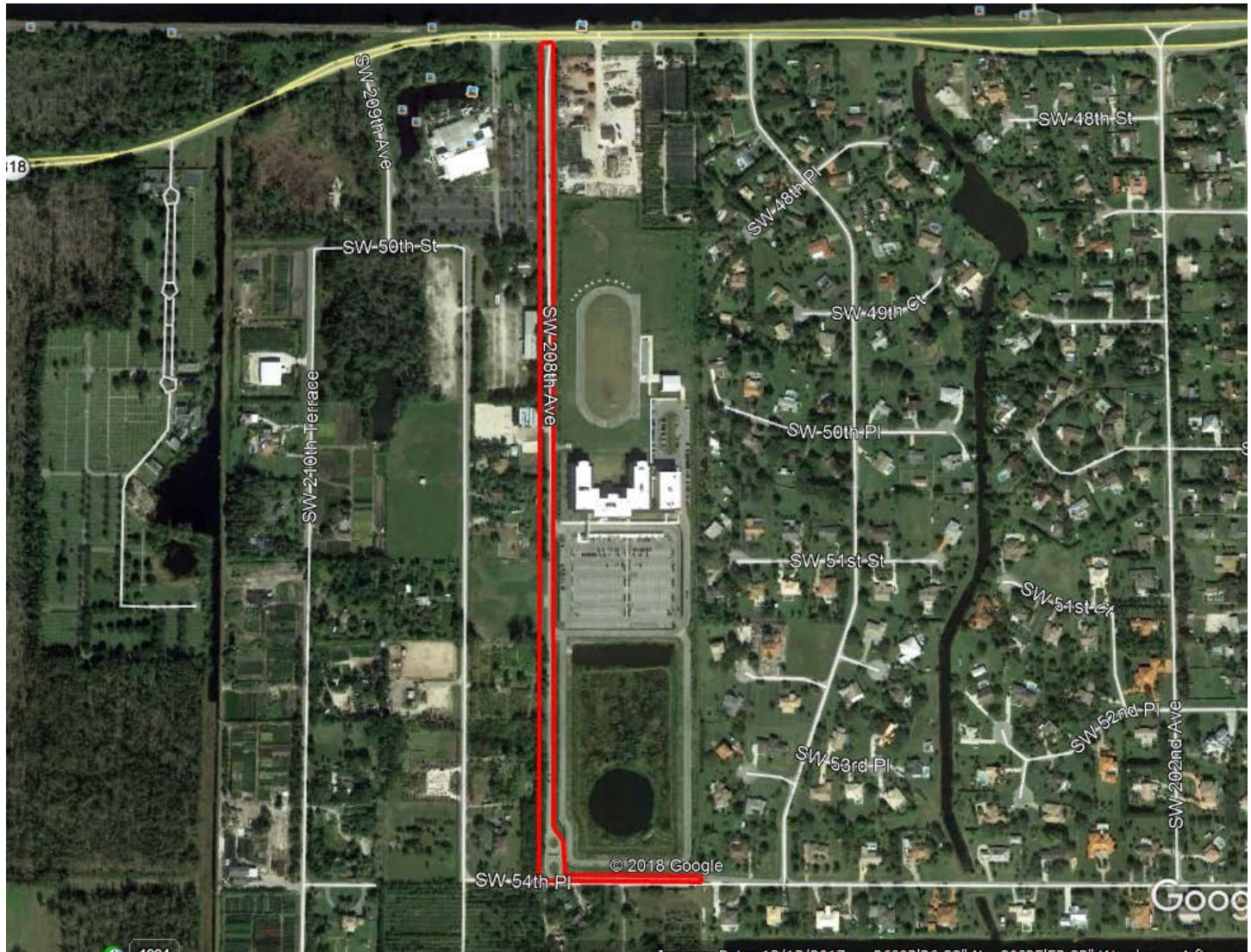


NW 196 Ave. from keystone Lakes entrance to Sheridan Street

- Swale on west side and all medians extending to 75' west of 196 at the Sheridan intersection
- All wetland vegetation must be kept from overhanging the sidewalk and the sidewalk must be weed free
- Where there is no sidewalk, cut to the wetland's vegetative forest edge

Exhibit "A"

LAWN MAINTENANCE NW 207TH TERRACE & SW 54TH PLACE



- **NOTE**- some maps indicate SW 207th as SW 208th Avenue
- Roundabouts and medians
- West swale on 207th Terrace from road's edge to fence from 54th to Griffin
- Keep guardrail area on 54th vegetation free

Exhibit "A"

LAWN MAINTENANCE
DURANGO ESTATES SECTION 1

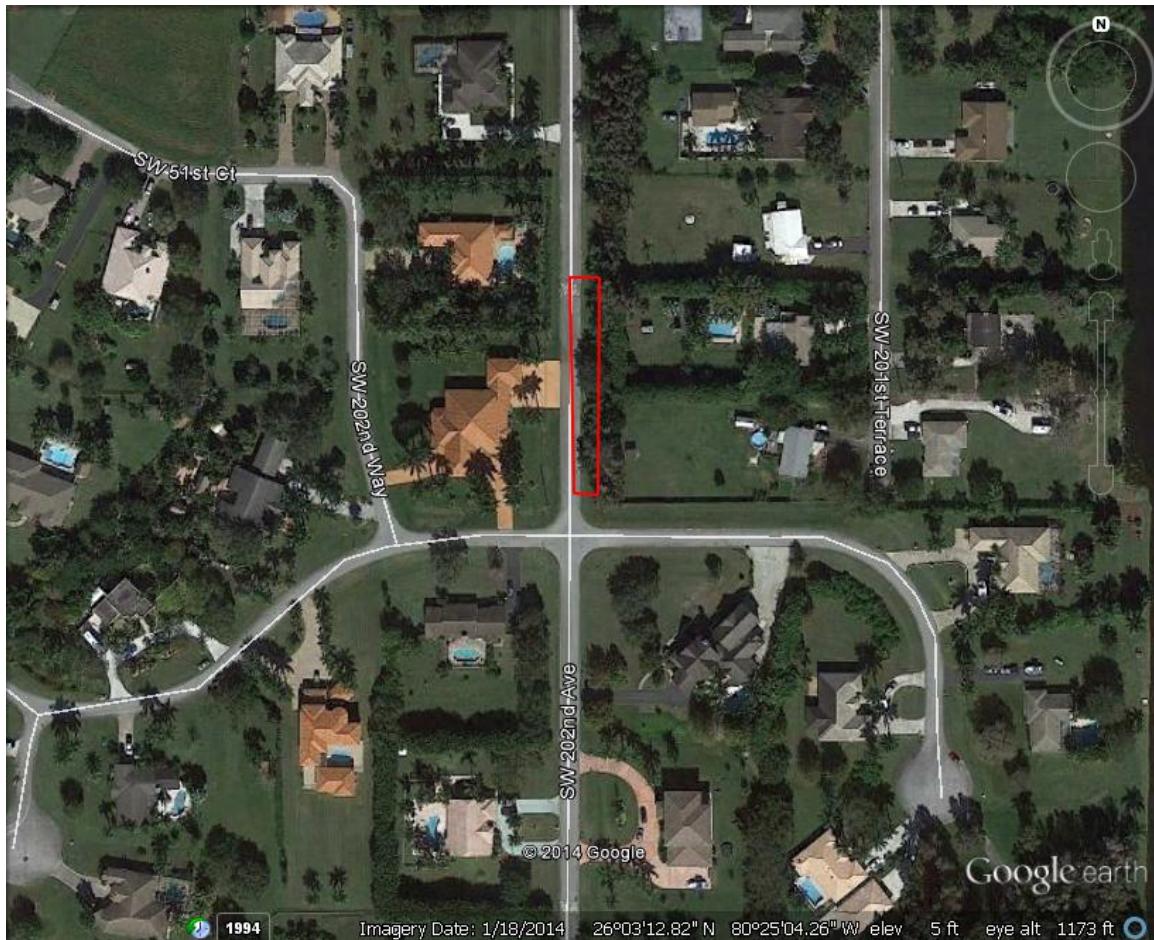


NW 199 Ave and Stirling Rd. entrance to Durango Estates

- North swale from road's edge to fence: responsible for all grounds maintenance from eastside of lake to the fence line including clusia hedge.

Exhibit "A"

LAWN MAINTENANCE **DURANGO ESTATES SECTION 2**

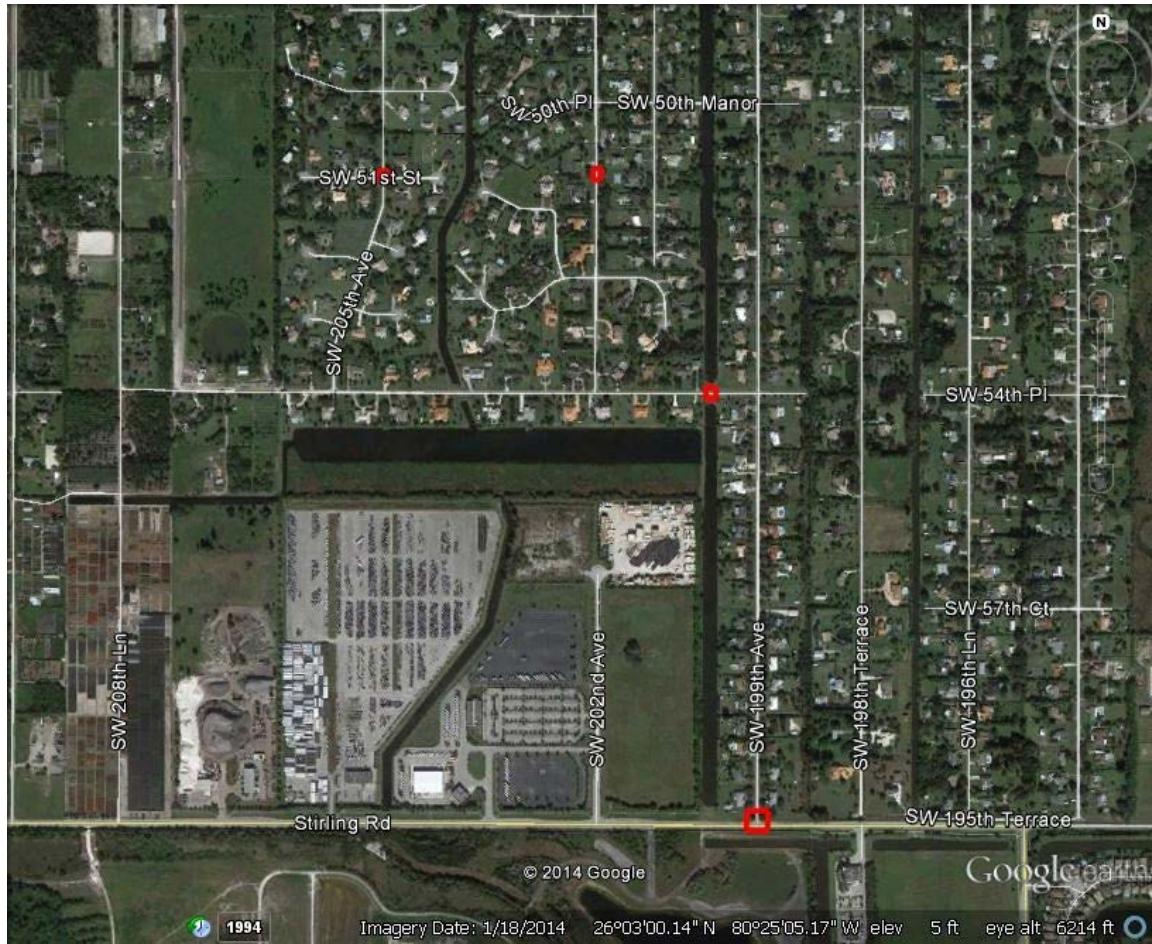


SW 202ND Ave. north of SW 52nd Place

- Road's edge to 4' beyond the east side of the wooden fence- site boundaries running north-south end just at the limits of the wooden fence

Exhibit "A"

LAWN MAINTENANCE **DURANGO ESTATES SECTION 3**

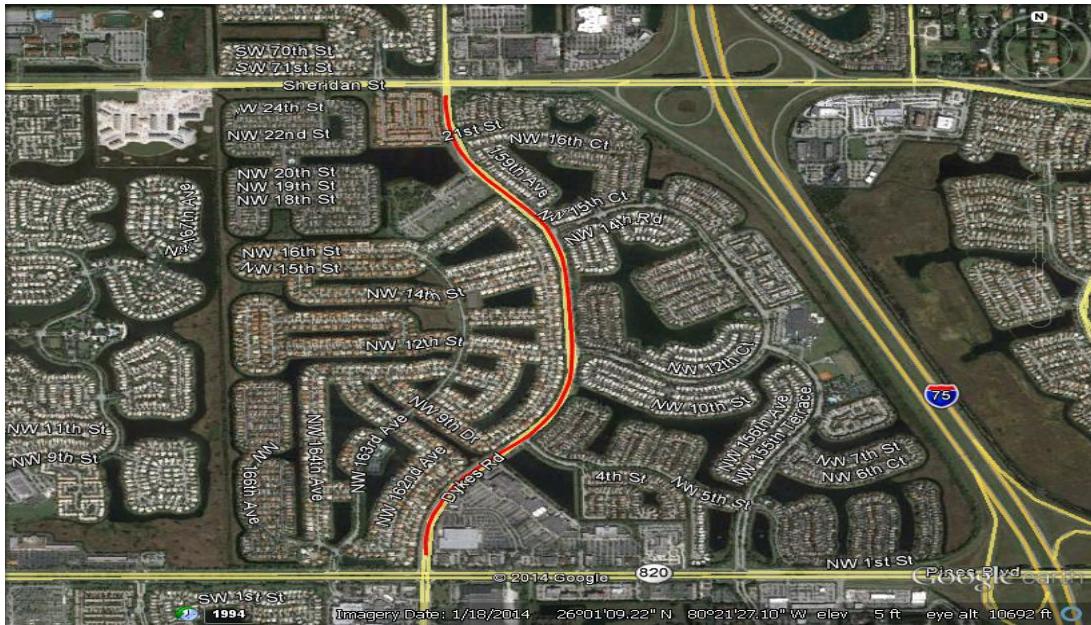


Maintain Durango Estates entrance sign landscaping in a neat appearance at the four areas listed below:

1. Stirling Road and SW 199th Avenue
2. SW 54th Place and 200th Avenue
3. 5100 block of SW 202nd Avenue
4. 5100 block of SW 205th Avenue

Exhibit "A"

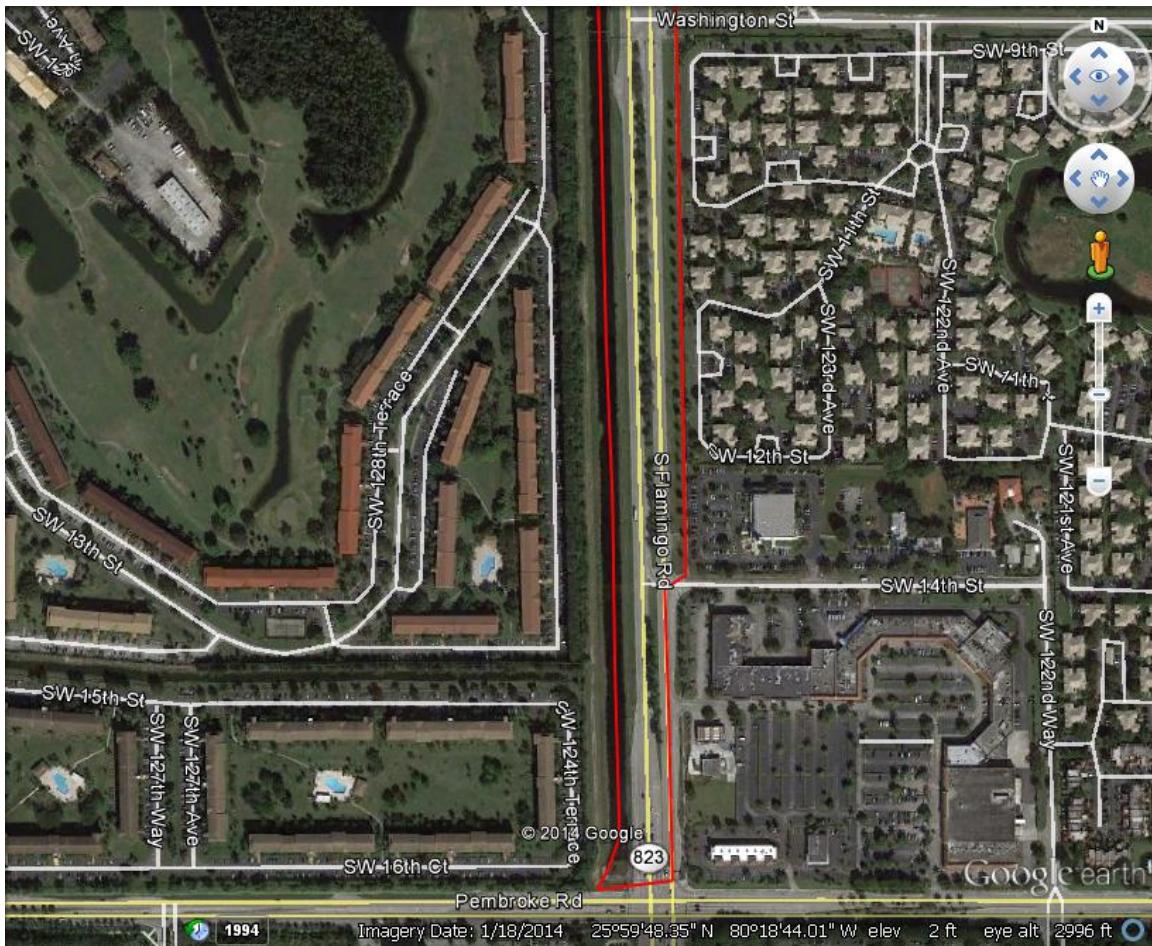
LAWN MAINTENANCE DYKES ROAD PINES BLVD TO SHERIDAN STREET



- All center medians from Pines Blvd. to Sheridan Street

Exhibit "A"

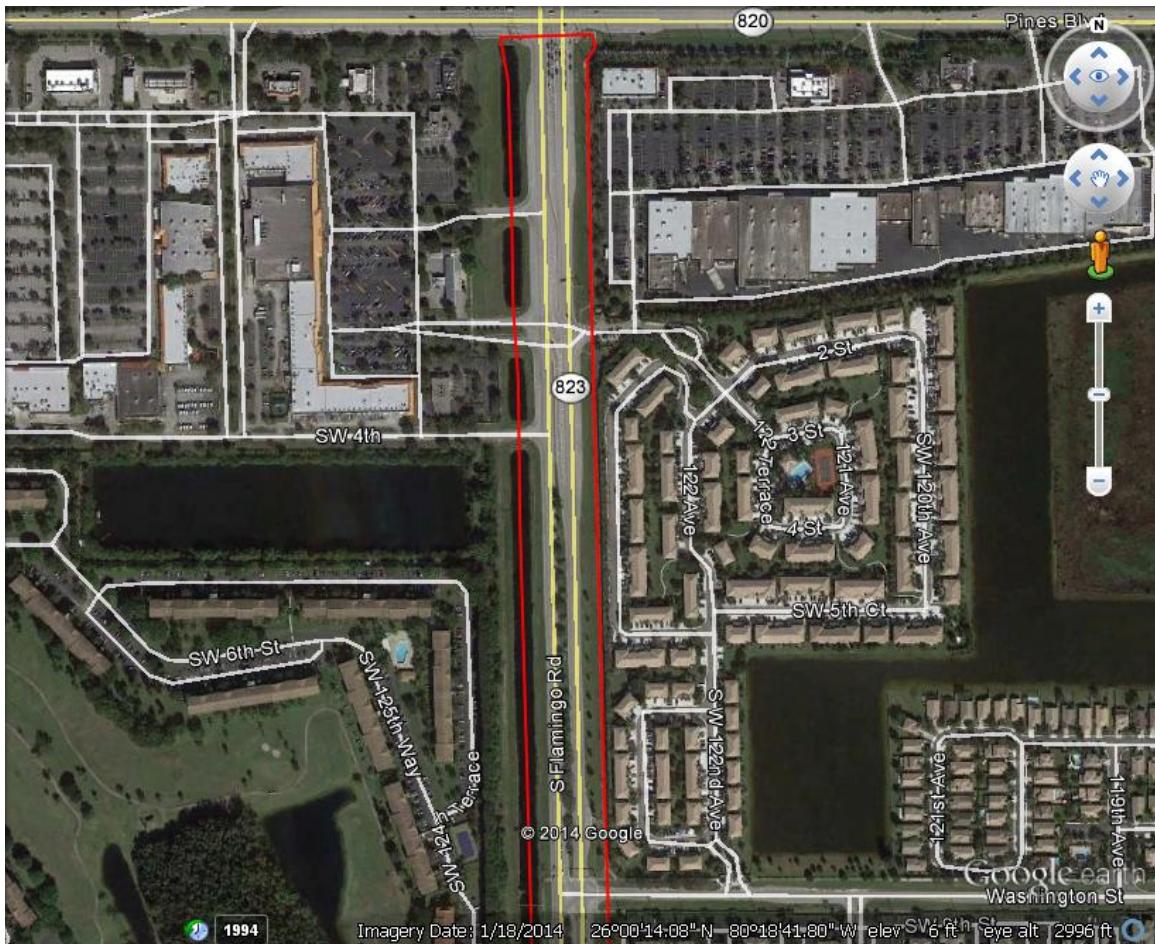
LAWN MAINTENANCE FLAMINGO ROAD- SECTION 1



Flamingo Road from Pembroke Road to Washington Street

- Entire eastern swale from Flamingo Road to Sidewalk and all center medians
- Western side of Flamingo Road to the canal's water's edge including the culvert along Pembroke Road out to the western canal embankment

LAWN MAINTENANCE FLAMINGO ROAD SECTION 2

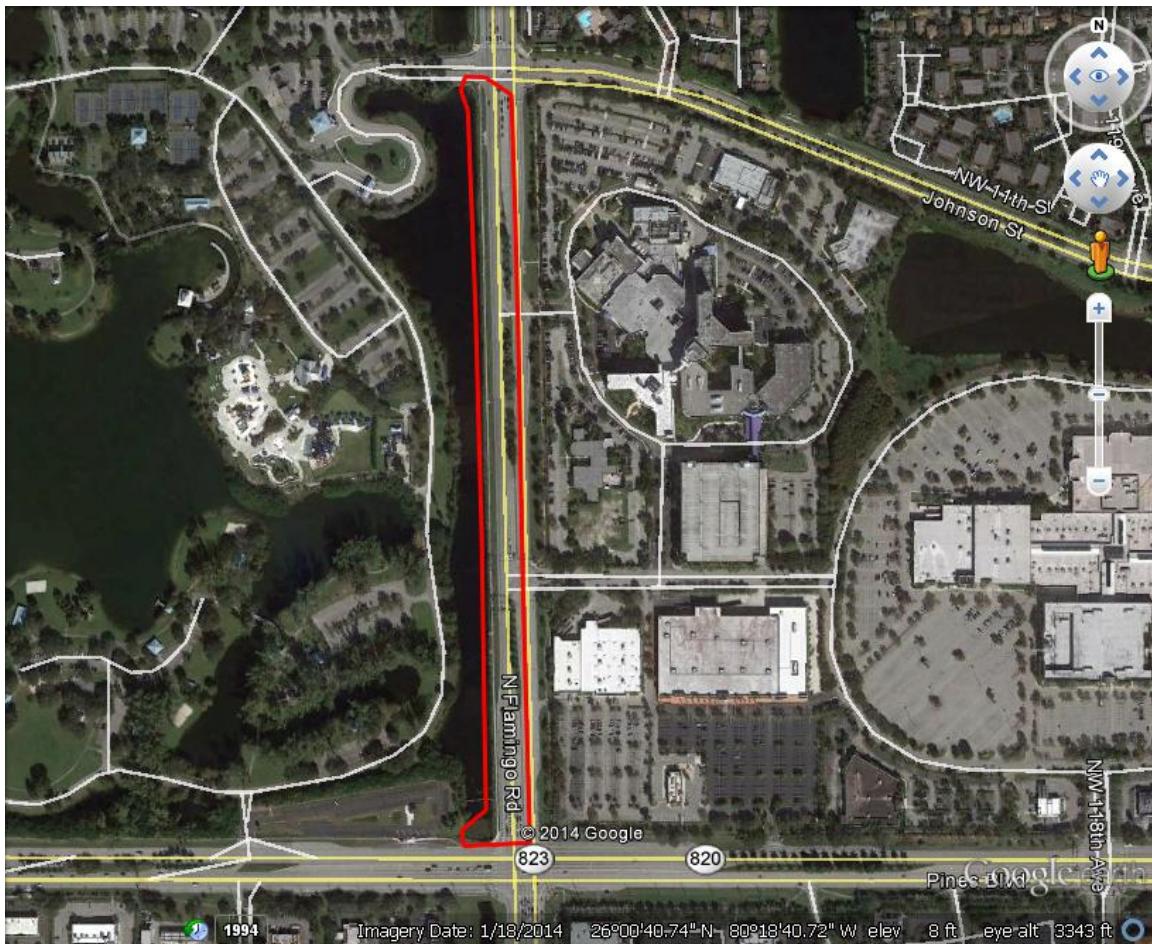


Flamingo Road from Washington Street to Pines Boulevard

- Entire eastern swale from road to sidewalk and all center medians
- Western side of Flamingo Road to the canal's water's edge including headwall culverts in three entrances to western shopping center

Exhibit "A"

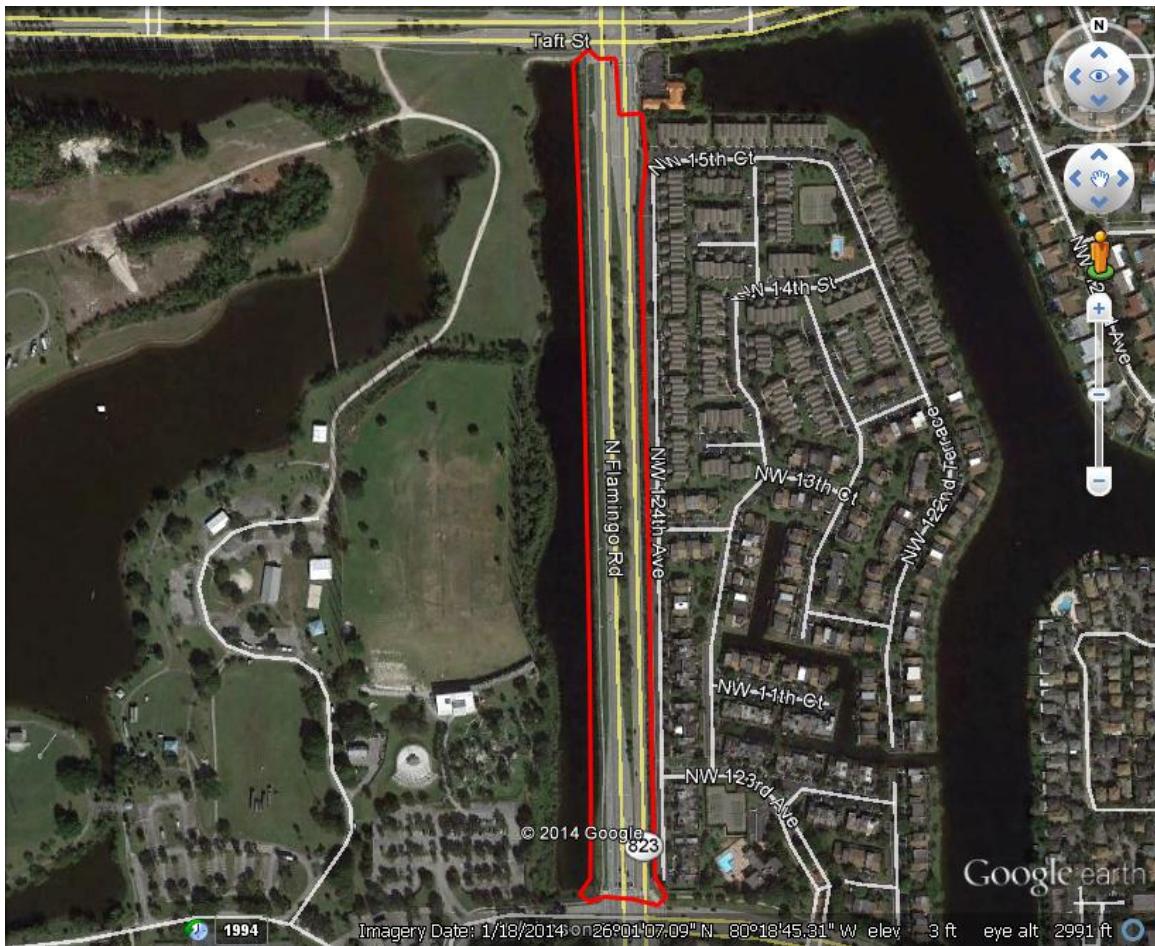
LAWN MAINTENANCE FLAMINGO ROAD SECTION 3



Flamingo Road from Pines Boulevard to Johnson Street

- All center medians
- Western side of Flamingo Road to the canal's water's edge including the headwall culverts at Pines Boulevard and Johnson Street out to the western canal embankment

LAWN MAINTENANCE
FLAMINGO ROAD SECTION 4

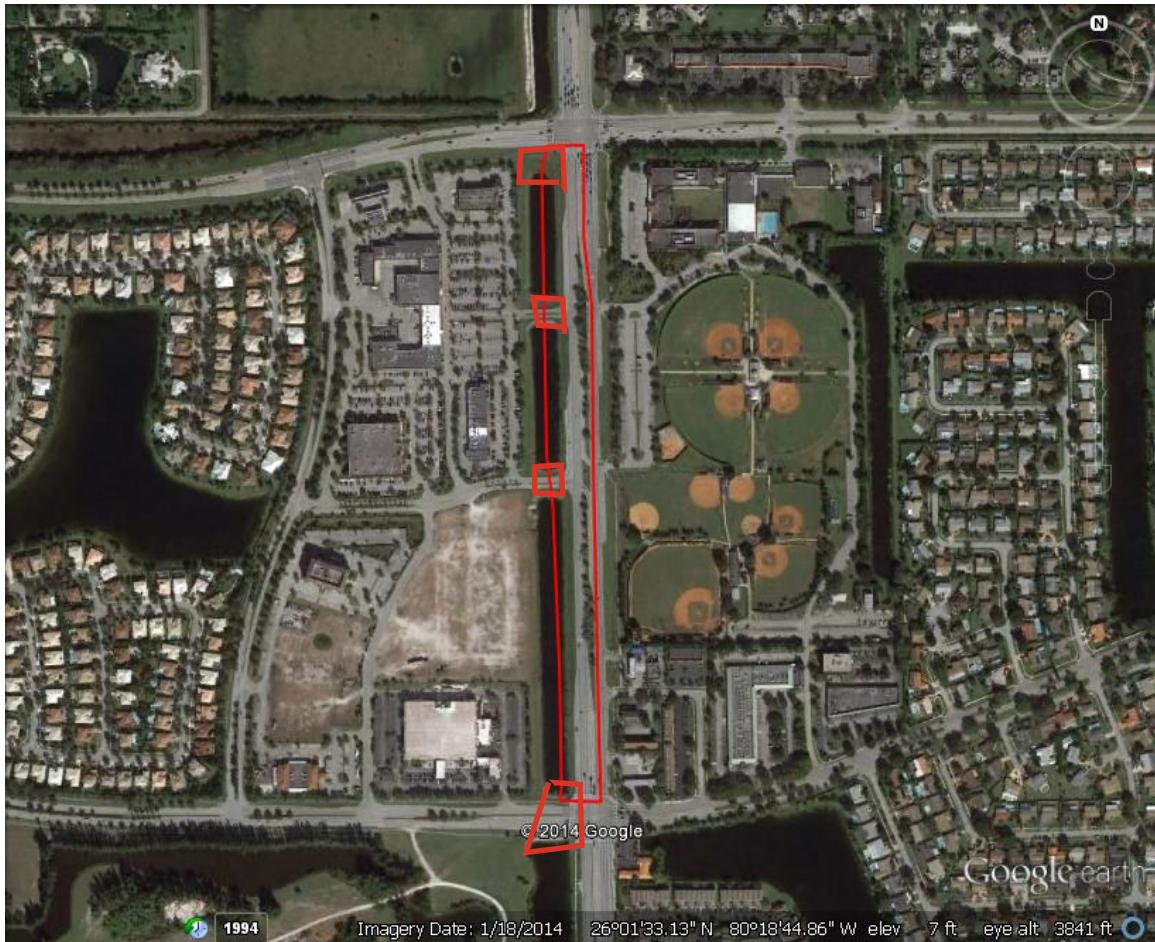


Flamingo Road from Johnson Street to Taft Street

- All center medians
- Western side of Flamingo Road to the canal's water's edge including culverts on Johnson Street and Taft Street to west edge of canal bank
- Responsible for all maintenance items on eastern swale up to the fence which includes trimming of Bougainvillea hedge monthly, cutting grass, removing vines from the fence, and trimming any vegetation coming through the fence

Exhibit "A"

LAWN MAINTENANCE
FLAMINGO ROAD SECTION 5



Flamingo Road from Taft Street to Sheridan Street

- All center medians
- Western side of Flamingo Road to the canal's water's edge including culverts to west canal bank at Taft Street and Sheridan Street and two entrances to shopping center

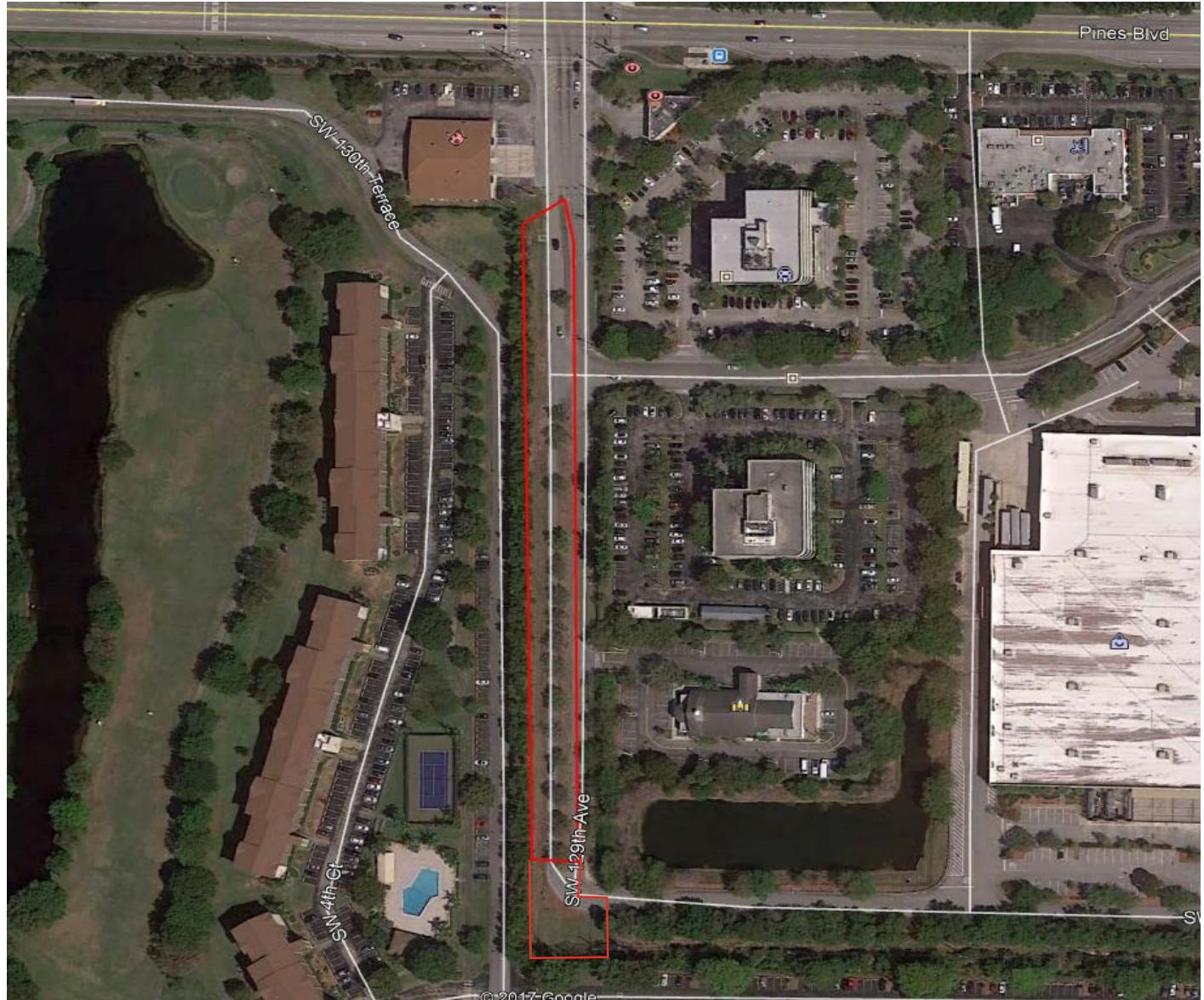
LAWN MAINTENANCE HOLLY LAKE STREETS



Holly Lake at US 27 and Johnson

- Entrance with all center medians and both swales on Johnson
- All center medians on NW 215th Avenue from Johnson Street to NW 3rd Street
- Street to water's edge of canal bank on NW 214th Avenue from NW 7th Street to NW 3rd Street

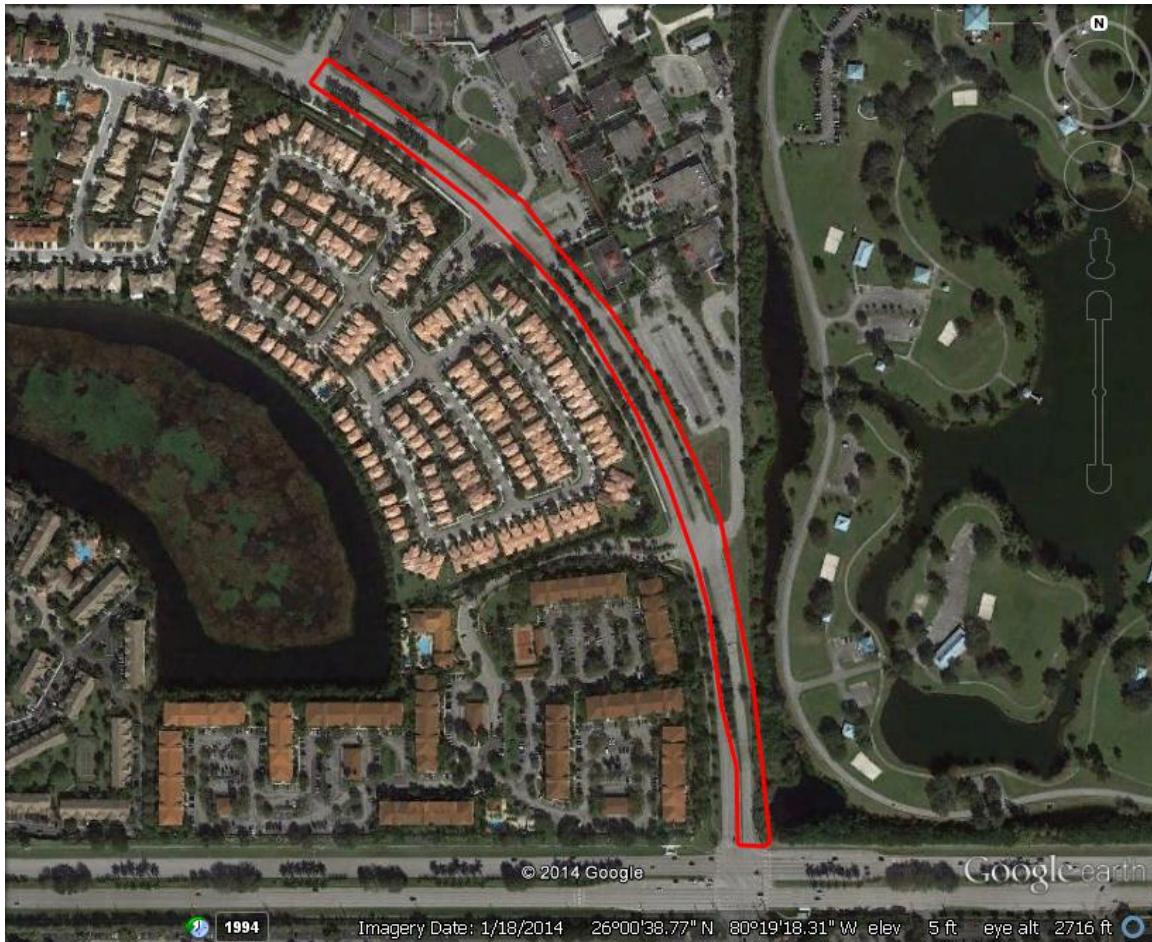
LAWN MAINTENANCE
PEMBROKE FALLS AREA SECTION 1



SW 129th from Pines Blvd. to SW 4 Street
Maintain the median and the western swale up to the start of
embankment. Everything inside red boarder

Exhibit "A"

LAWN MAINTENANCE
PEMBROKE FALLS AREA SECTION 2



NW 129th Avenue from Pines Boulevard to Junction of 10th Street

- All center medians
- Street to Sidewalk on eastern side of NW 129th Avenue from Pines Blvd to junction of NW 10 Street

LAWN MAINTENANCE PEMBROKE FALLS AREA SECTION 3

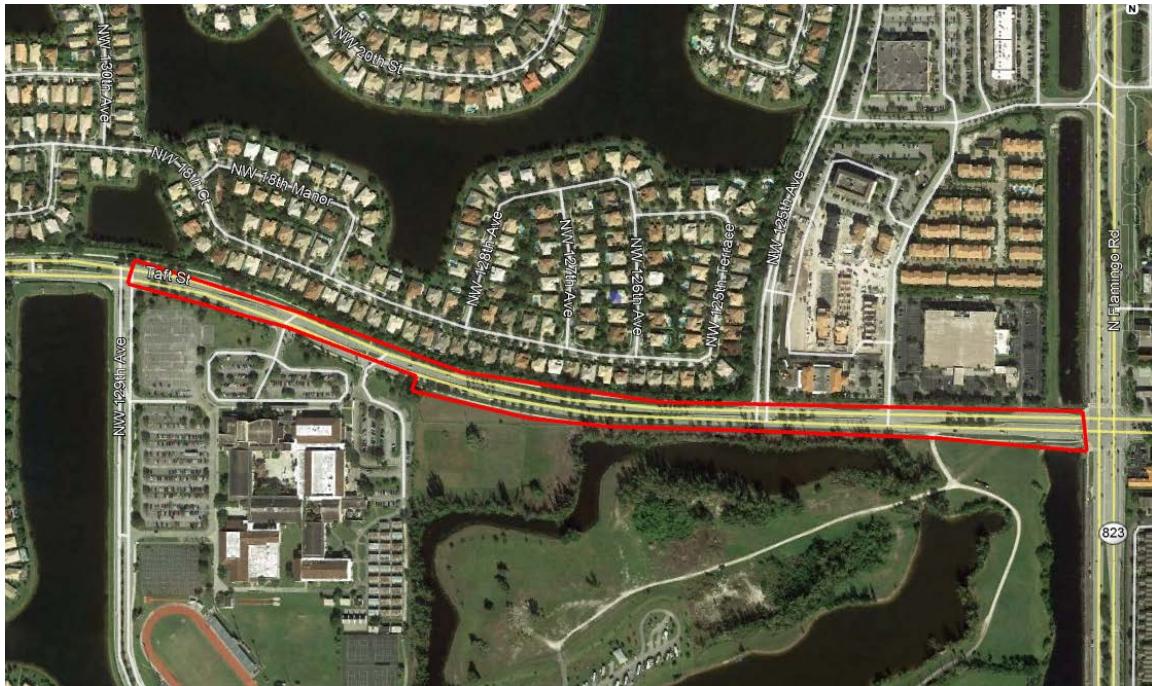


All center medians on the following streets:

1. NW 142nd Avenue from Pines Boulevard to NW 10th Street
2. NW 136th Avenue from Pines Boulevard to NW 10th Street
3. NW 10th Street from NW 142nd Avenue to Pines Blvd
4. NW 129th Street from Broward Public Library then north to Taft Street

Exhibit "A"

LAWN MAINTENANCE **PEMBROKE FALLS AREA SECTION 4**

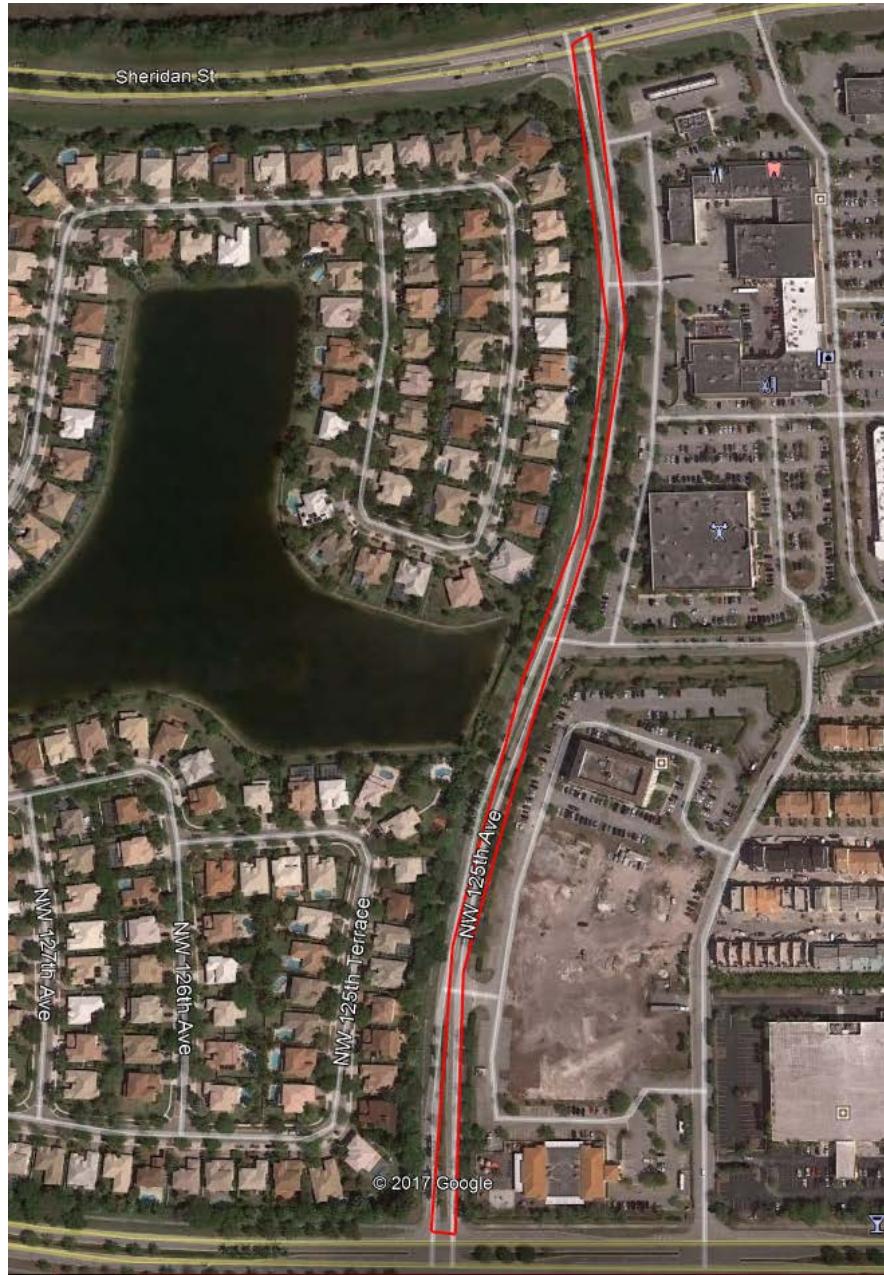


Taft Street from Flamingo to NW 129th Avenue

- All center medians
- South swale from the road's edge to the sidewalk bordering CB Smith Park

Exhibit "A"

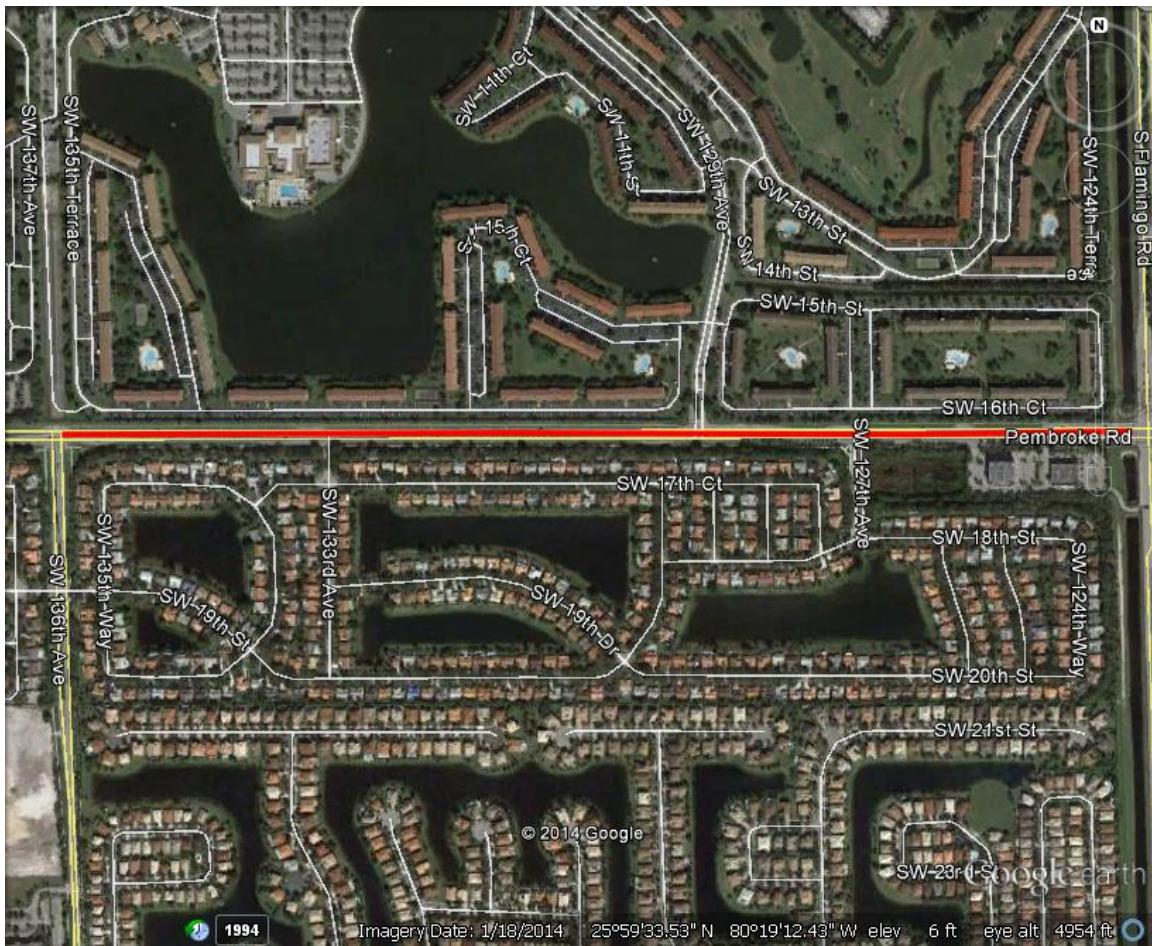
LAWN MAINTENANCE
PEMBROKE FALLS AREA SECTION 5



All center median on NW 125th Ave between Sheridan St and Taft St.

Exhibit "A"

LAWN MAINTENANCE **PEMBROKE ROAD SECTION 9**



- All center medians from Flamingo Road to SW 136th Avenue

LAWN MAINTENANCE
PEMBROKE ROAD SECTION 10

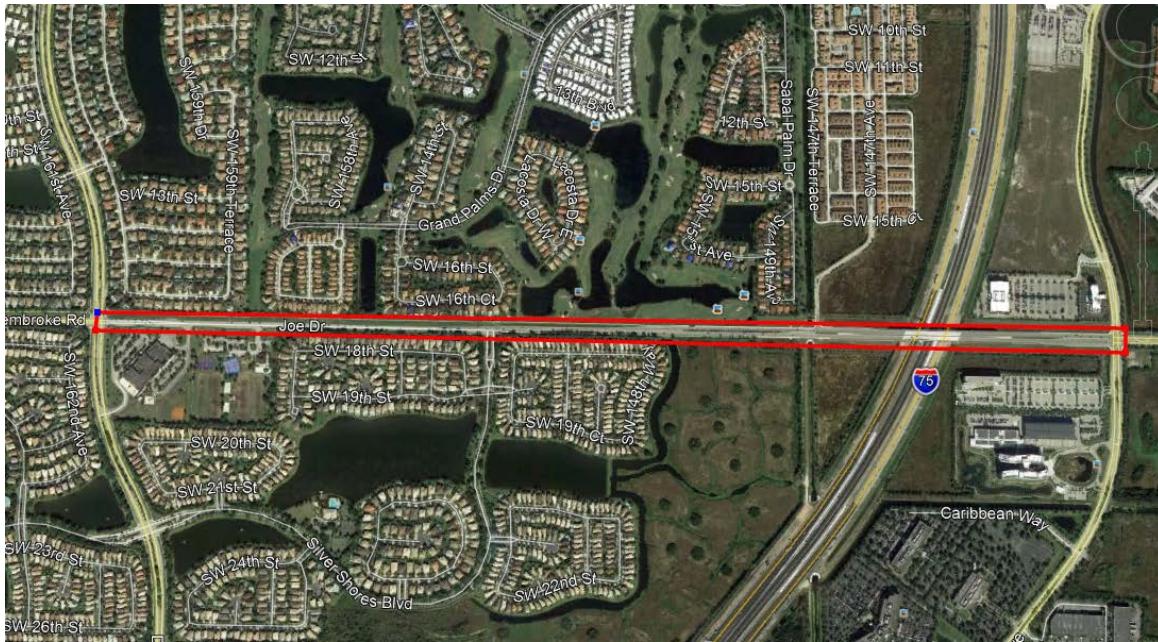


Pembroke Road from SW 136th Avenue to SW 145th Avenue

- All center medians and north swale from road's edge to sidewalk

Exhibit "A"

LAWN MAINTENANCE PEMBROKE ROAD SECTION 11

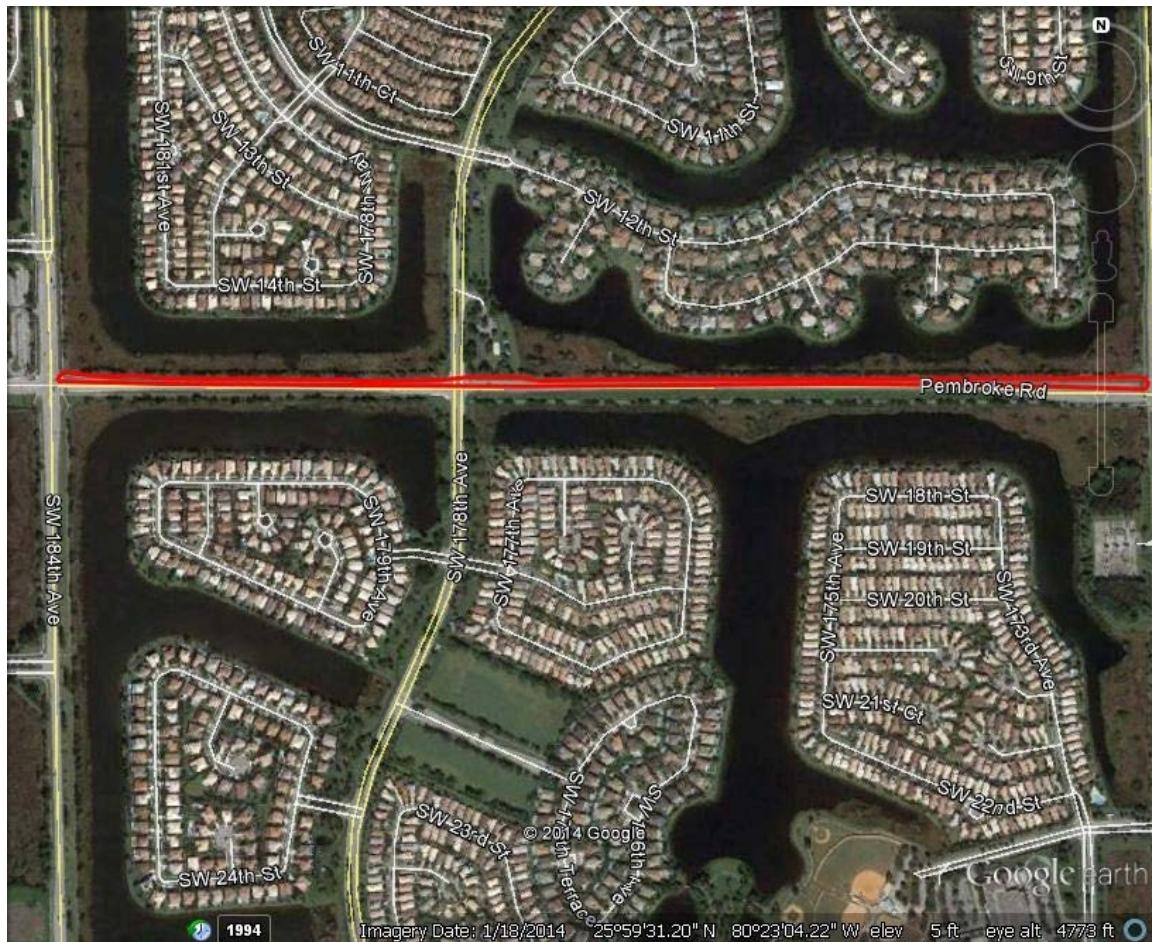


Pembroke Road SW145th to Dykes Road

- Center median between SW 145th and I-75
- From SW145 to the west end of Grand Palms: north swale from pavement's edge to chain link fence and wall of abutting property, including hedge

Exhibit "A"

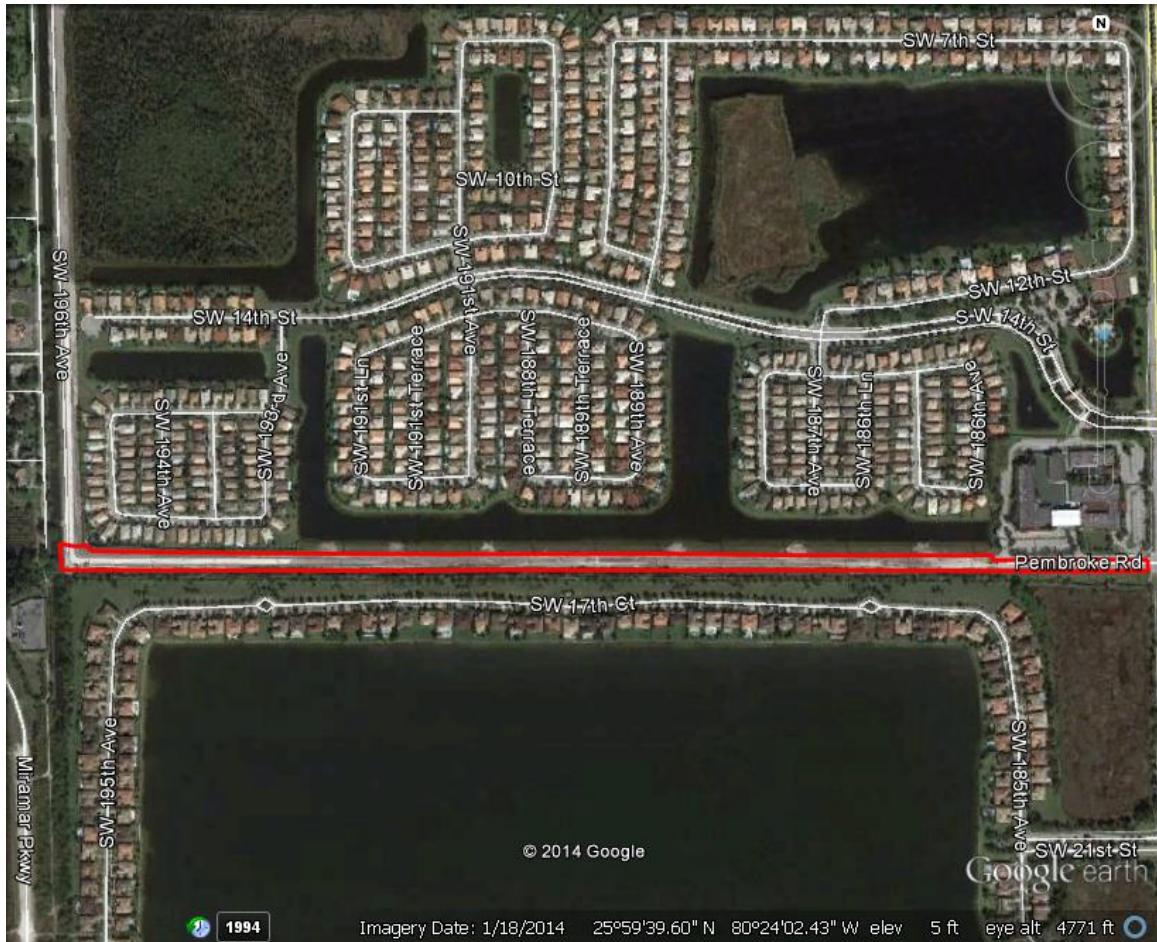
LAWN MAINTENANCE PEMBROKE ROAD SECTION 12



- North swale from road's edge to sidewalk from Dyke's Road to SW 184th Avenue

Exhibit "A"

LAWN MAINTENANCE PEMBROKE ROAD SECTION 13

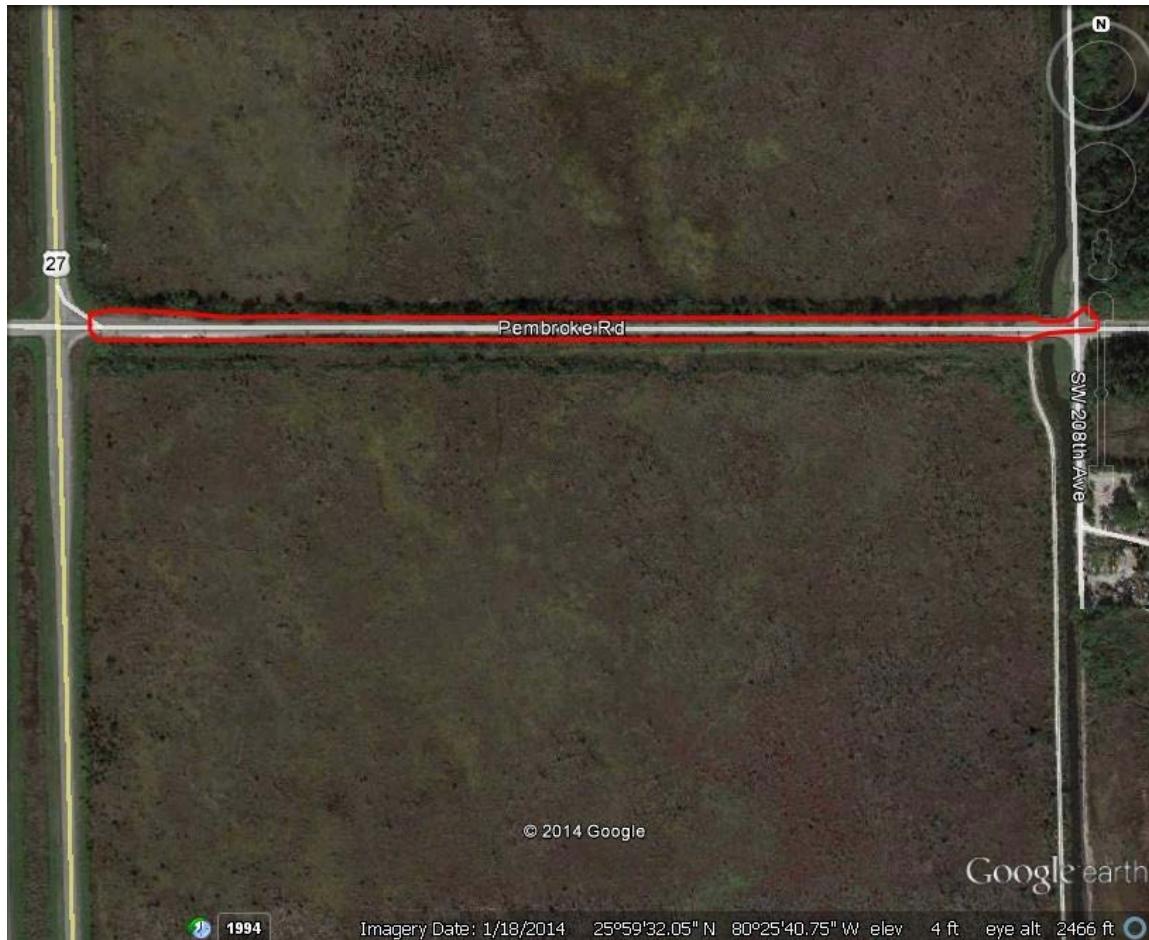


Pembroke Road 184TH TO 196TH

- North swale from road's edge to wall including all vines and any other vegetative material hanging over the wall from western property line of West Campus Charter School to SW 196th Avenue
- Western limits is the north-south canal from road's edge to water's edge of 196th Avenue equal to the entire width of Pembroke Road
- South swale responsibility is to six feet south from pavement's edge

Exhibit "A"

LAWN MAINTENANCE
PEMBROKE ROAD SECTION 14

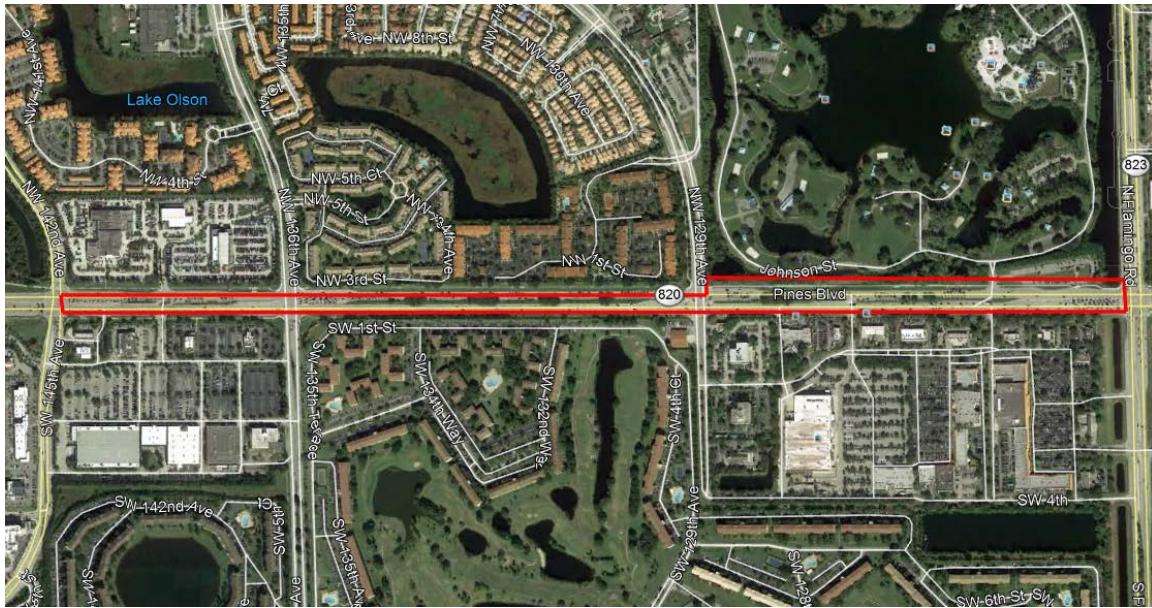


Pembroke Road 208th to US 27

- Contractor must keep the fire hydrant exposed from vegetation in the NE corner of SW 208th Avenue and Pembroke Road including an area of no less than ten feet on both sides for fire access
- North swale shall be maintained out to 15 feet from the road's edge
- South swale shall be maintained out to 3 feet from the road's edge
- All litter removed every service

Exhibit "A"

LAWN MAINTENANCE **PINES BOULEVARD SECTION 10**

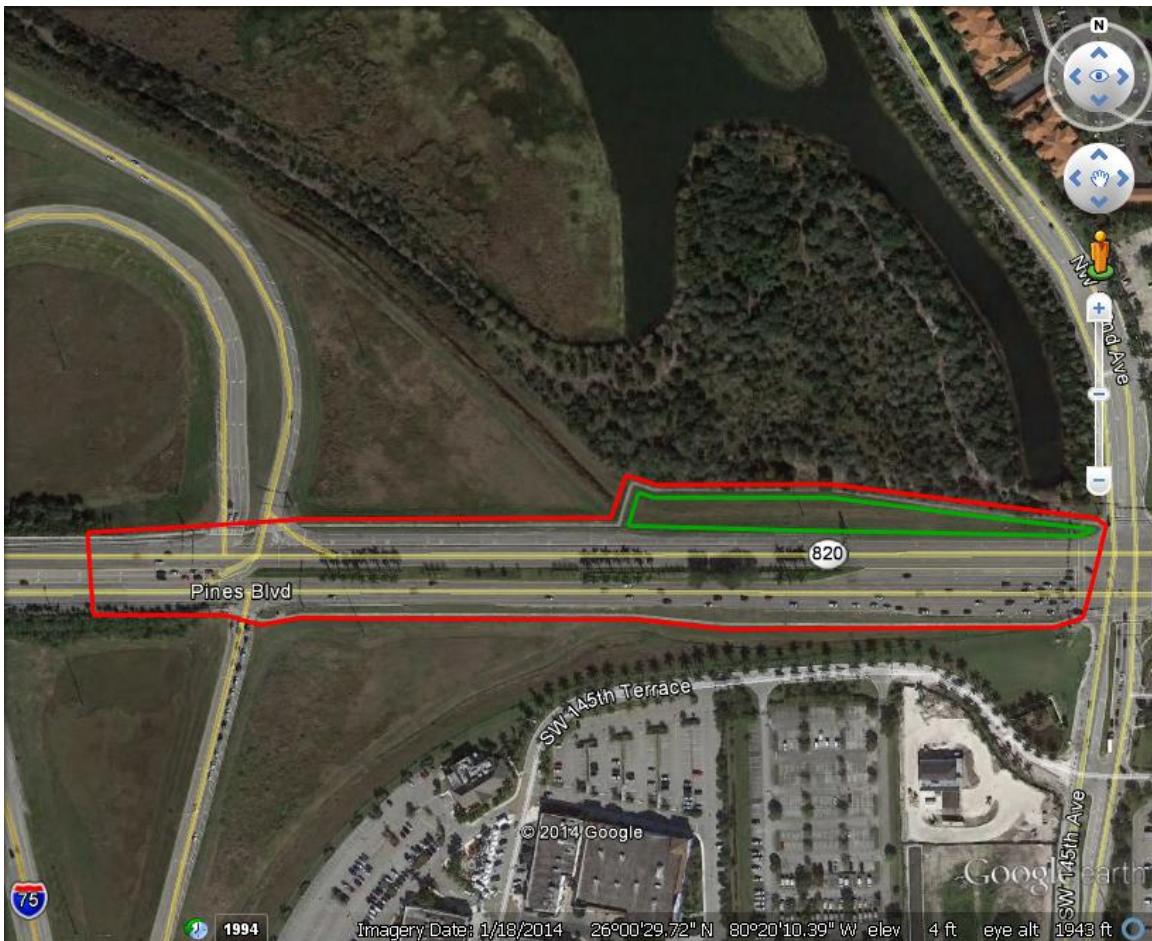


Pines Blvd from Flamingo Road to NW 145th Avenue

- All center medians
- Flamingo to 129th: north swale from road's edge to edge of sidewalk

Exhibit "A"

LAWN MAINTENANCE PINES BOULEVARD SECTION 11

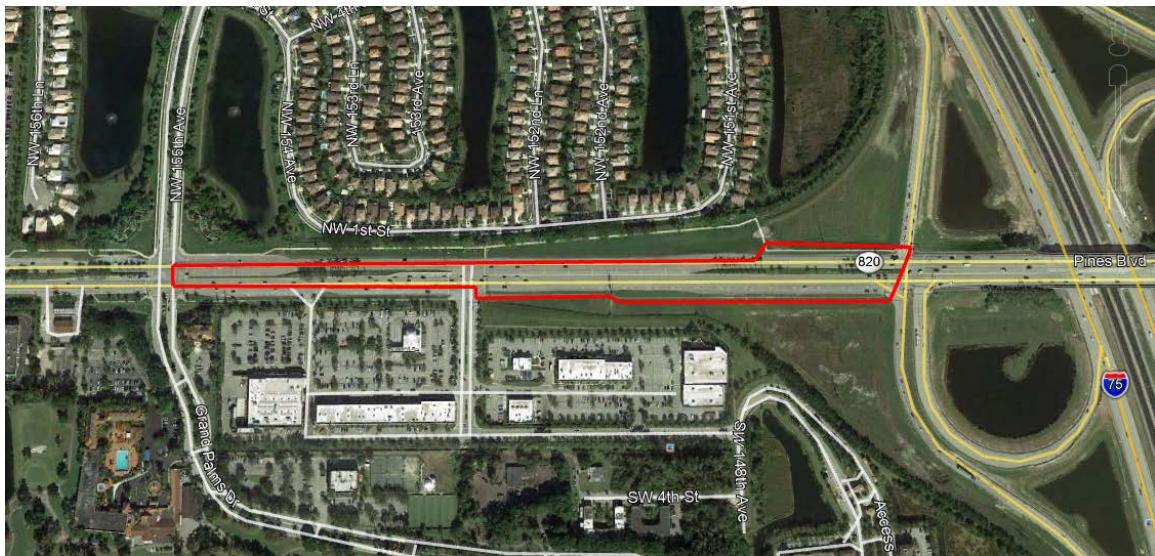


Pines Blvd NW 145th to I-75

- All center medians
- North swales includes 5 feet from all edges of pavement or sidewalk as outlined in the map
- Area on map in green is excluded from the Contract but the Contractor is still responsible for 5 feet from road or sidewalk edges where applicable
- South swale southern extremity is from edge of pavement to 5 feet past the edge of the sidewalk connecting the overpass to SW 145th Avenue
- Trees and bushes adjacent to the I-75 overpass are not included

Exhibit "A"

LAWN MAINTENANCE **PINES BOULEVARD SECTION 12**

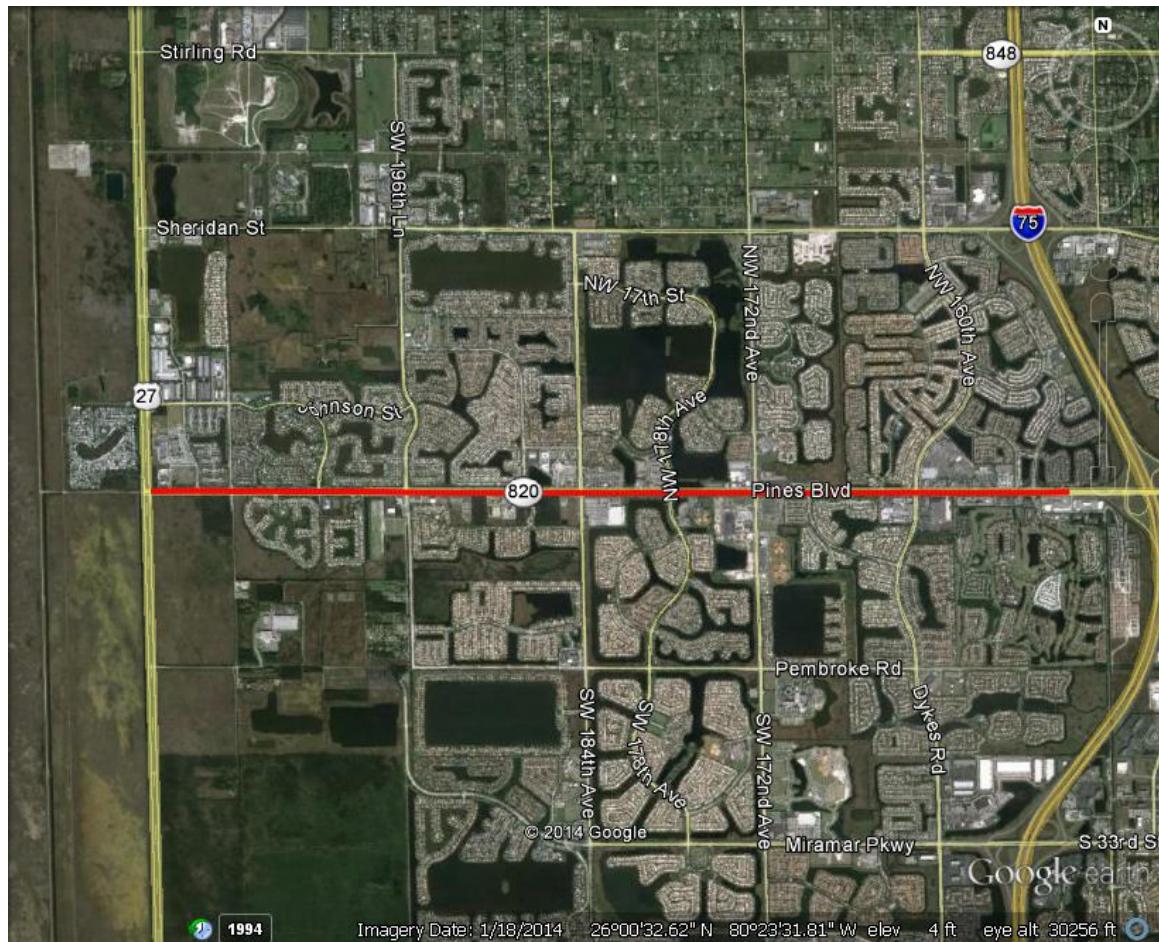


I-75 to 155th Avenue

- All center medians
- North swales includes 5 feet from all edges of pavement or sidewalk as outlined in the map- sidewalk area starts where indicated on map
- South swale southern extremity is 5 feet south of the edge of the sidewalk connecting the I-75 overpass
- Trees and bushes adjacent to the I-75 overpass are not included

Exhibit "A"

LAWN MAINTENANCE PINES BOULEVARD SECTION 13

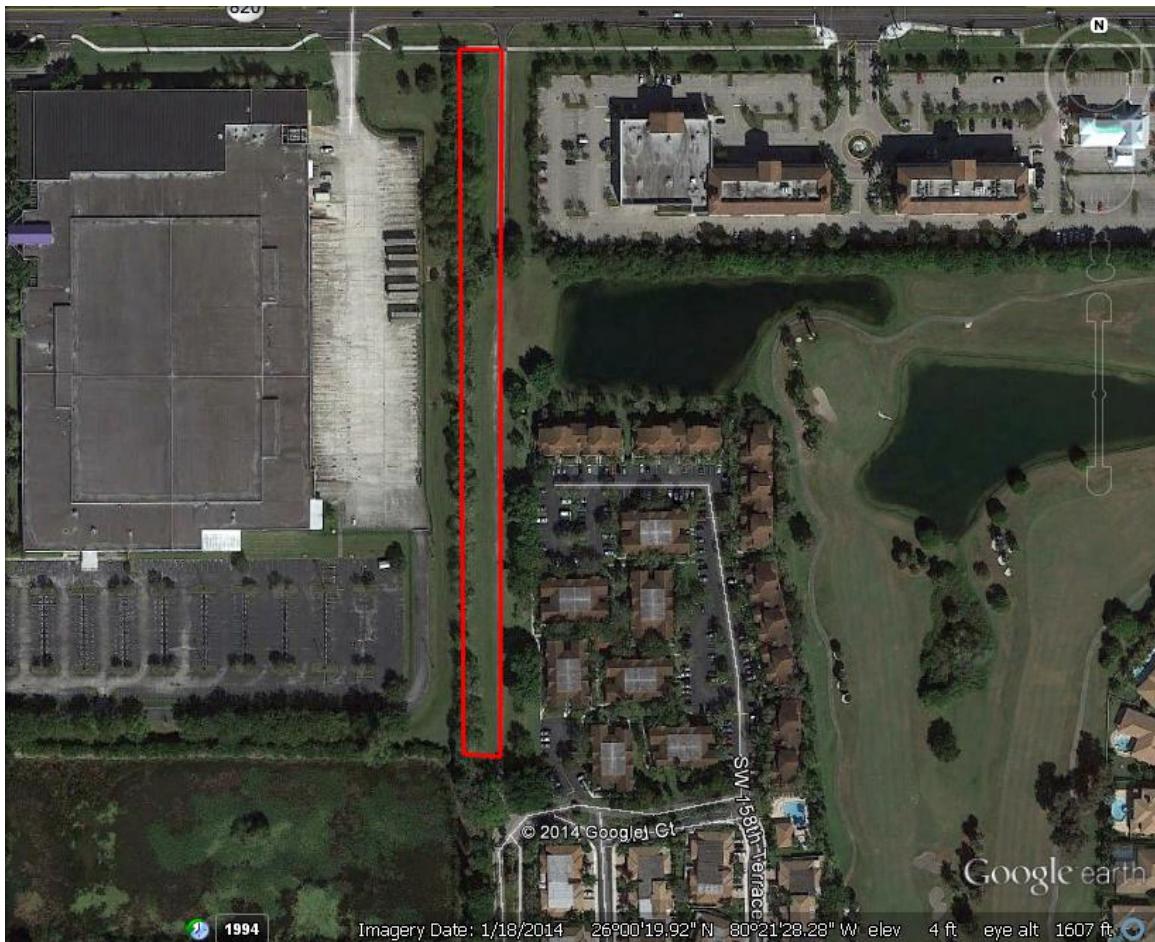


155th Avenue to US 27

- All center medians

Exhibit "A"

LAWN MAINTENANCE **PINES BOULEVARD SECTION 14**

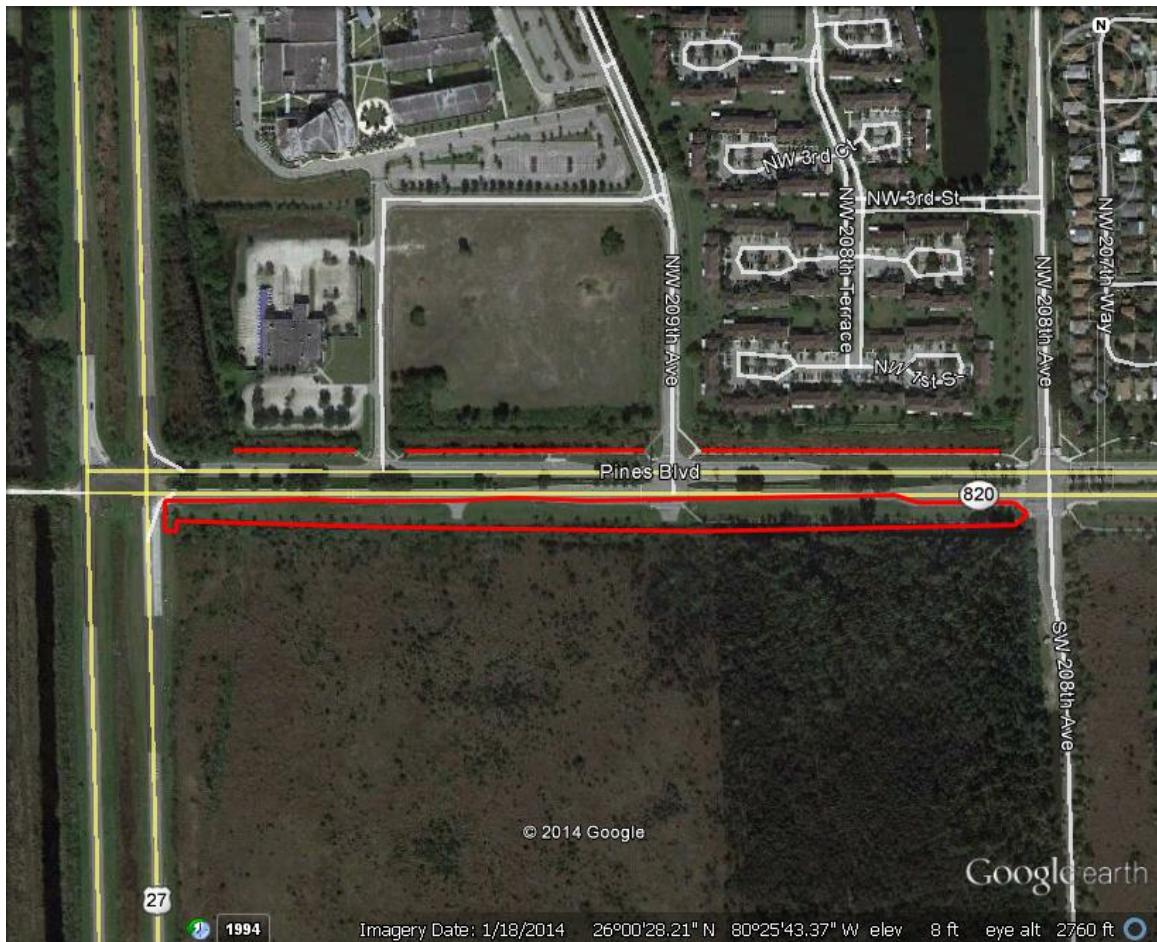


At approximately 15900 Pines Boulevard south of Pines Blvd

- Area between Grand Palms and Regions bank . Responsible for fire lane south of Pines Boulevard from the western side of sidewalk to trees on berm extended all the way to trees south as indicated on map

Exhibit "A"

LAWN MAINTENANCE **PINES BOULEVARD SECTION 15**

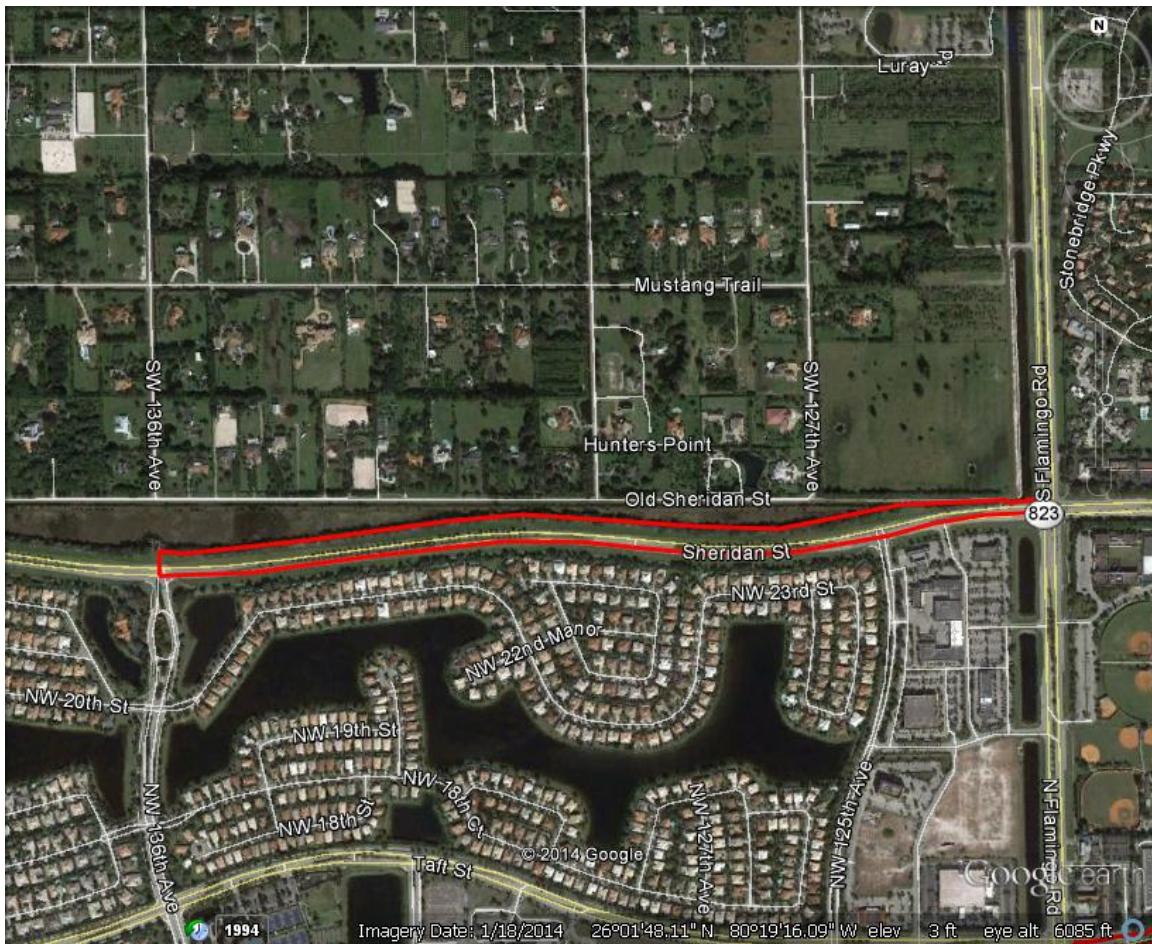


Pines Blvd From SW 208th Avenue and US 27

- Responsible for southern swale on Pines Boulevard from road's edge to edge of forest vegetation or wetland trees
- Wetland North of sidewalk: Contractor is only responsible for keeping vegetation from encroaching onto sidewalk and keeping limited canopy maintenance

Exhibit "A"

LAWN MAINTENANCE
SHERIDAN STREET SECTION 5



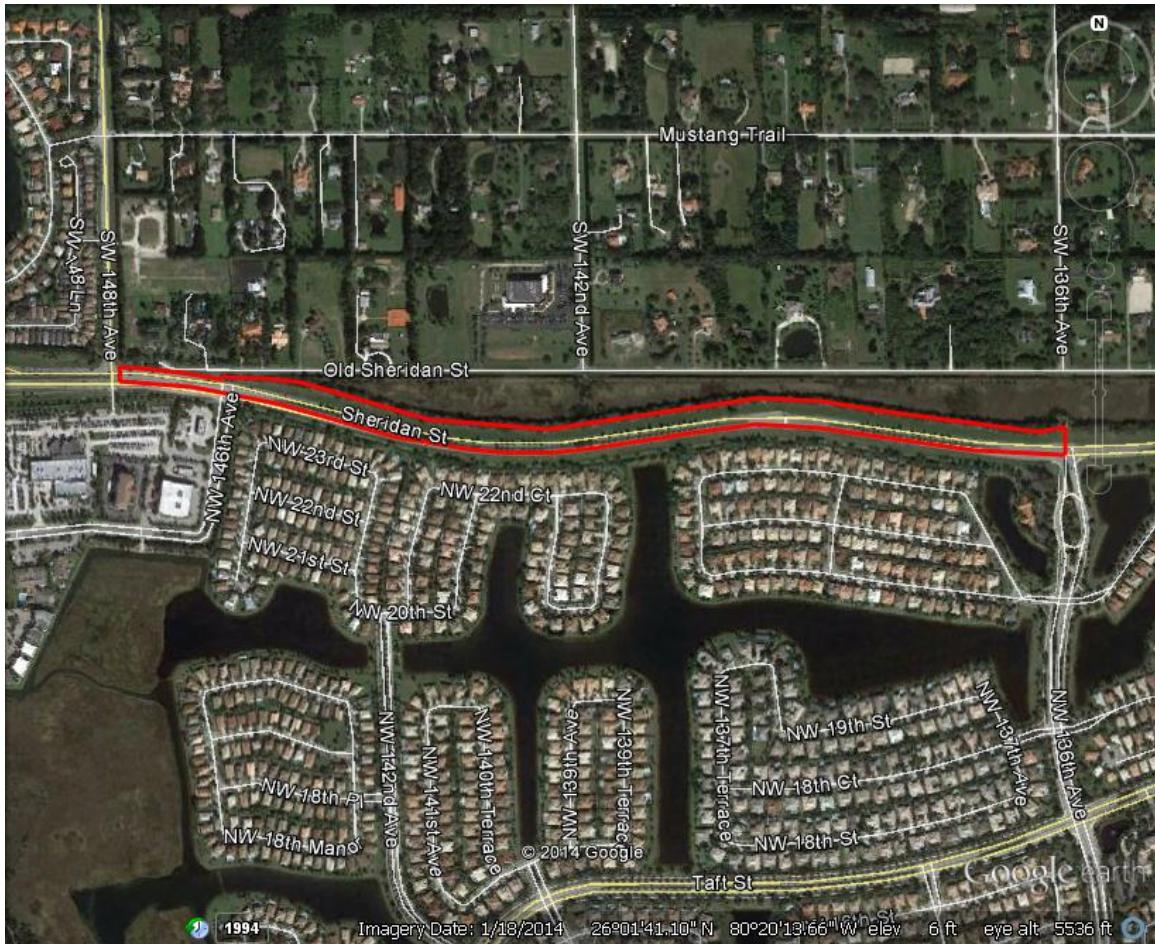
Sheridan Street from Flamingo Road and NW 136th Avenue

- All center medians and north swale to the edge of tree line where grass stops growing in the mitigation plantings on Sheridan Street
- NW Corner of Sheridan Street and Flamingo Road to the water's edge on the south end of canal bank culvert

Note: Bushhogs are allowed in the north swale of this section only.

Exhibit "A"

LAWN MAINTENANCE SHERIDAN STREET SECTION 6

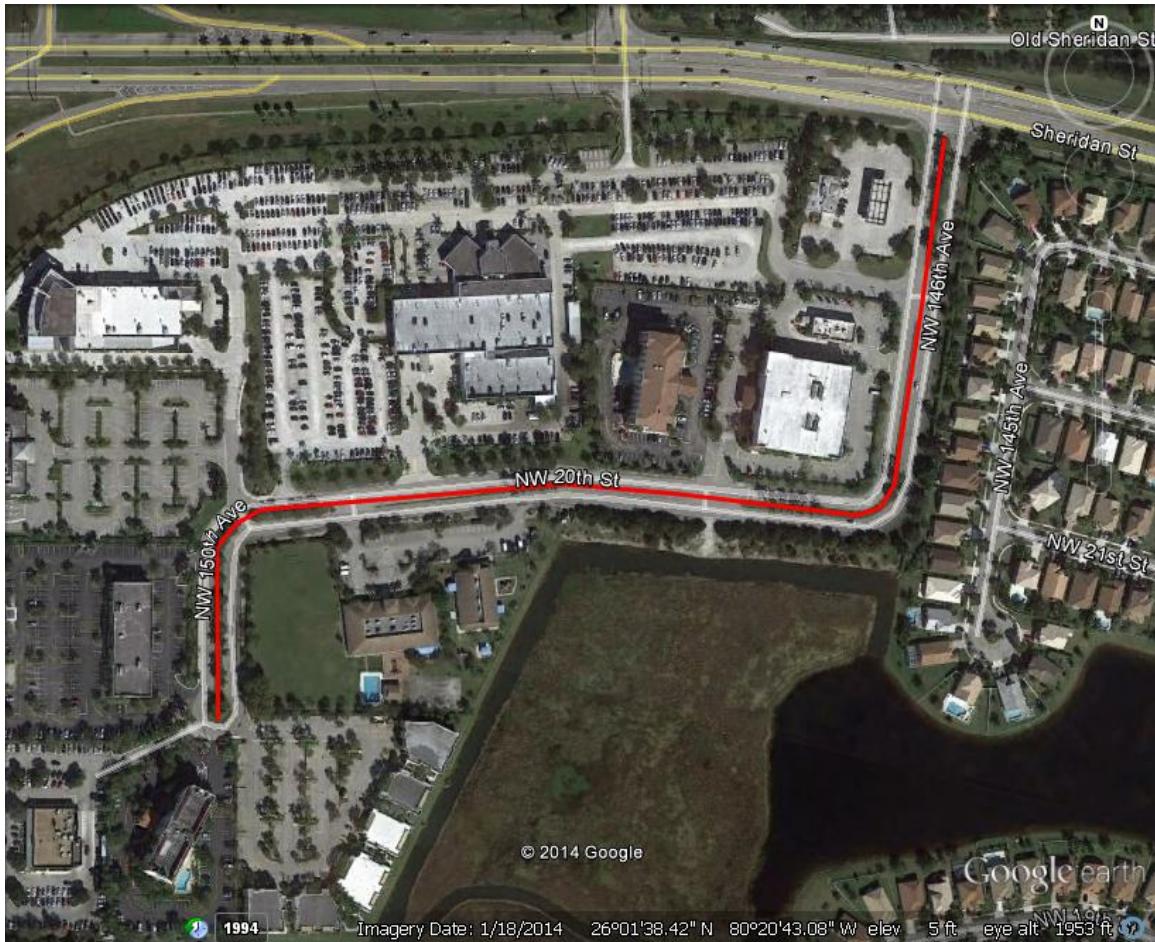


Sheridan Street from NW 136th Avenue and SW 148th Avenue

- All center medians
- North swale to the edge of tree line where grass stops growing in the mitigation plantings or guardrail on Sheridan Street

Exhibit "A"

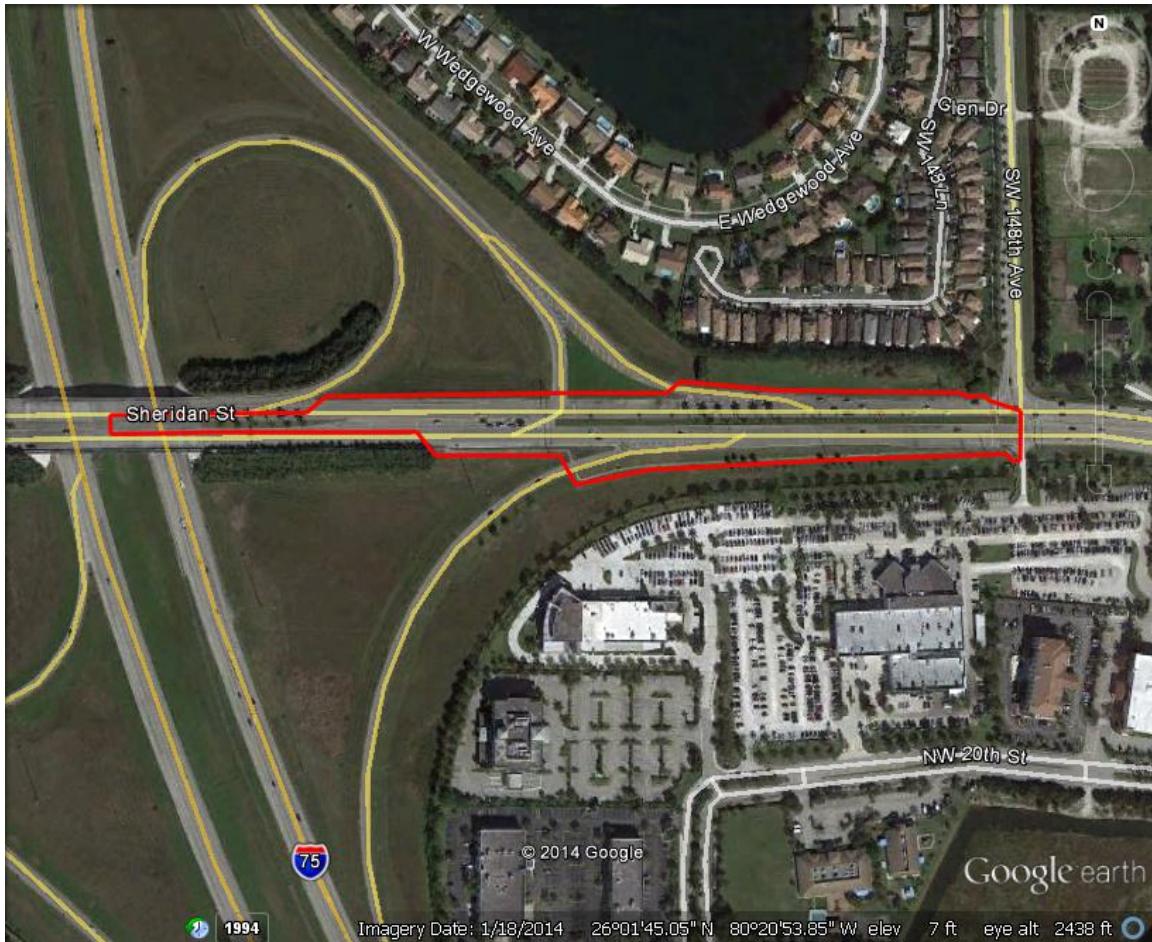
LAWN MAINTENANCE
SHERIDAN STREET SECTION 7



NW 146TH, NW 20TH, NW 150TH South of Sheridan

- Center medians and end traffic circle on entry road to business complex as indicated on map

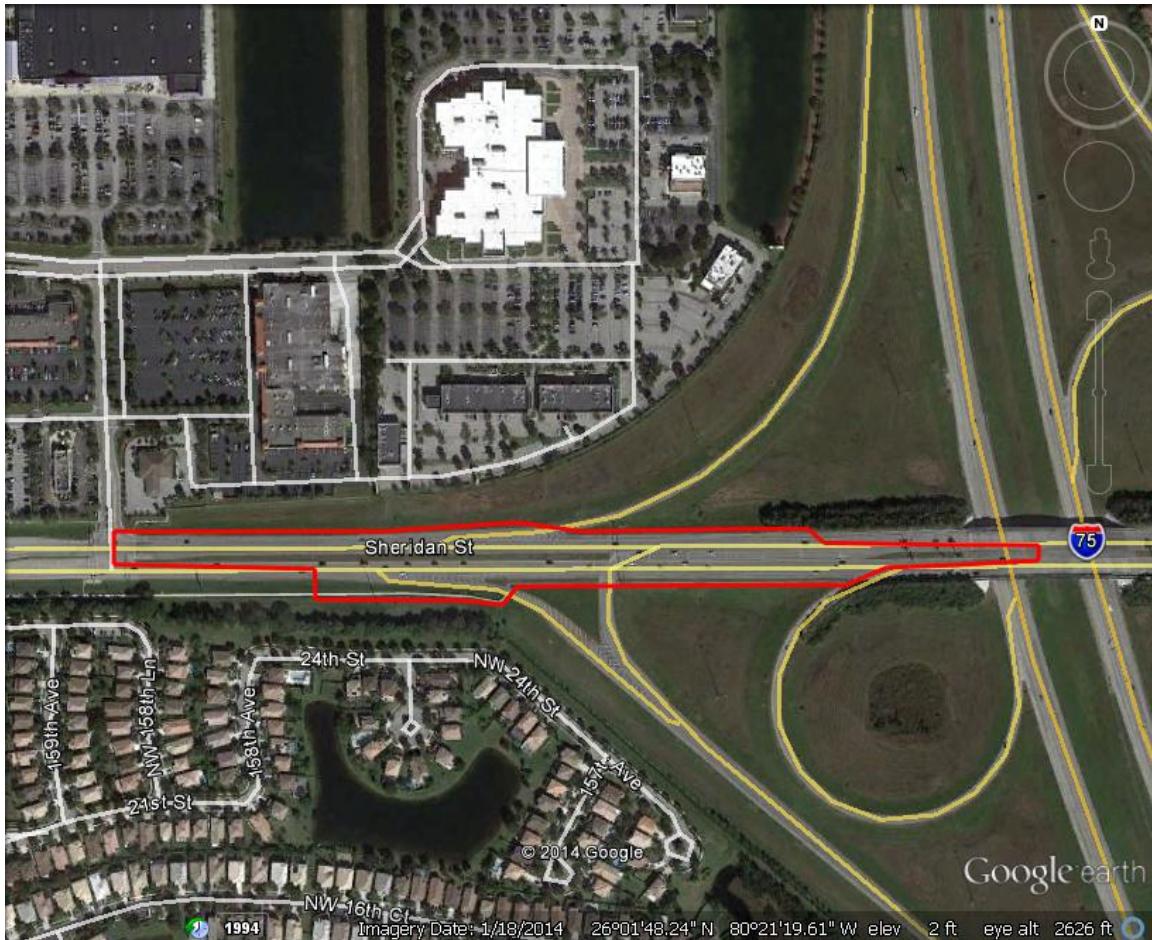
LAWN MAINTENANCE
SHERIDAN STREET SECTION 8



From SW 148th Avenue to the center of I-75 overpass

- All center medians
- North swale includes 5 feet from edge of pavement as outlined in the map
- South swale southern extremity is 5 feet from the edge of the sidewalk connecting the overpass to SW 148th Avenue
- Trees and bushes adjacent to the I-75 overpass are not included

LAWN MAINTENANCE
SHERIDAN STREET SECTION 9



From the center of I-75 overpass to first entry drive off I-75

- All center medians
- North swale includes 5 feet from edge of pavement as outlined in the map
- South swale southern extremity is 5 feet from the edge of the sidewalk where the on-ramp to South 75 starts to center of I-75 overpass
- Trees and bushes adjacent to the I-75 overpass are not included

LAWN MAINTENANCE
SHERIDAN STREET SECTION 10

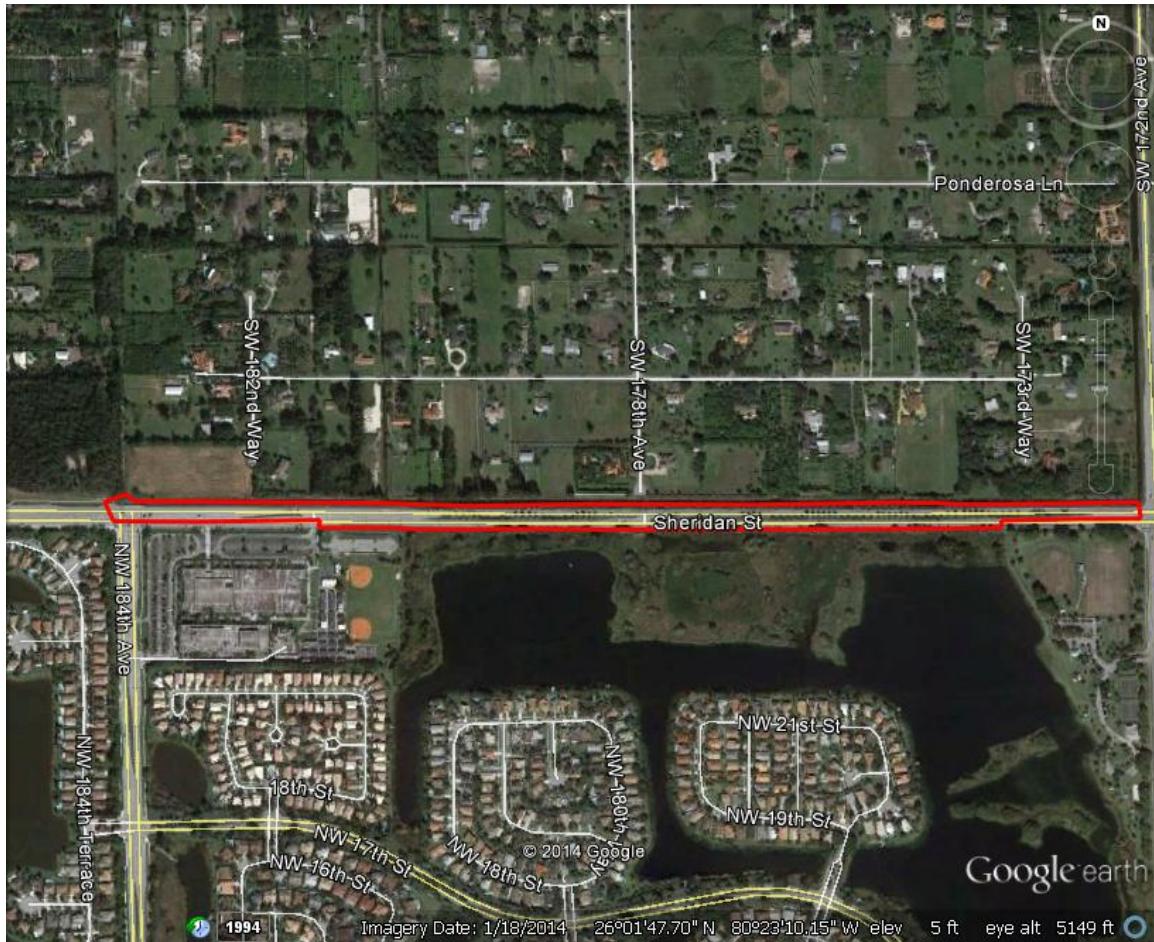


I-75 to NW 172nd Avenue

- All center medians

Exhibit "A"

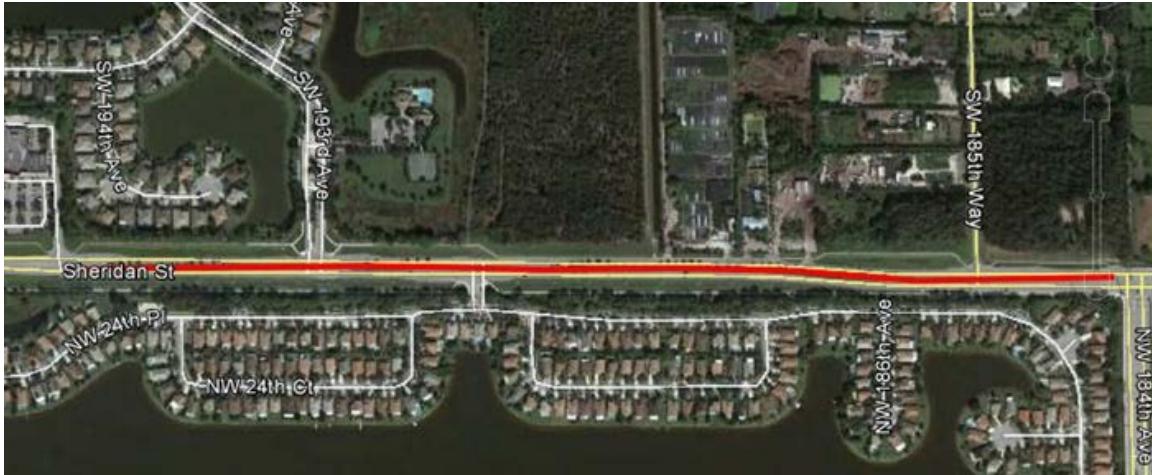
LAWN MAINTENANCE
SHERIDAN STREET SECTION 11



Sheridan Street from NW 172nd Avenue to NW 184th Avenue

- All center medians
- Responsible for the north swale down to the water's edge including trim hedge material monthly and keeping saw palmetto stand from intruding past the guardrails
- South swale from road's edge to sidewalk only in grass area north of the NE corner of Silver Trails Middle School
- Responsible for the south swale down to the water's edge including trim hedge material monthly and keeping trees from hanging into roadway on Sheridan Street between Silver Trail Middle School and Silver Lakes- North Park

LAWN MAINTENANCE
SHERIDAN STREET SECTION 12

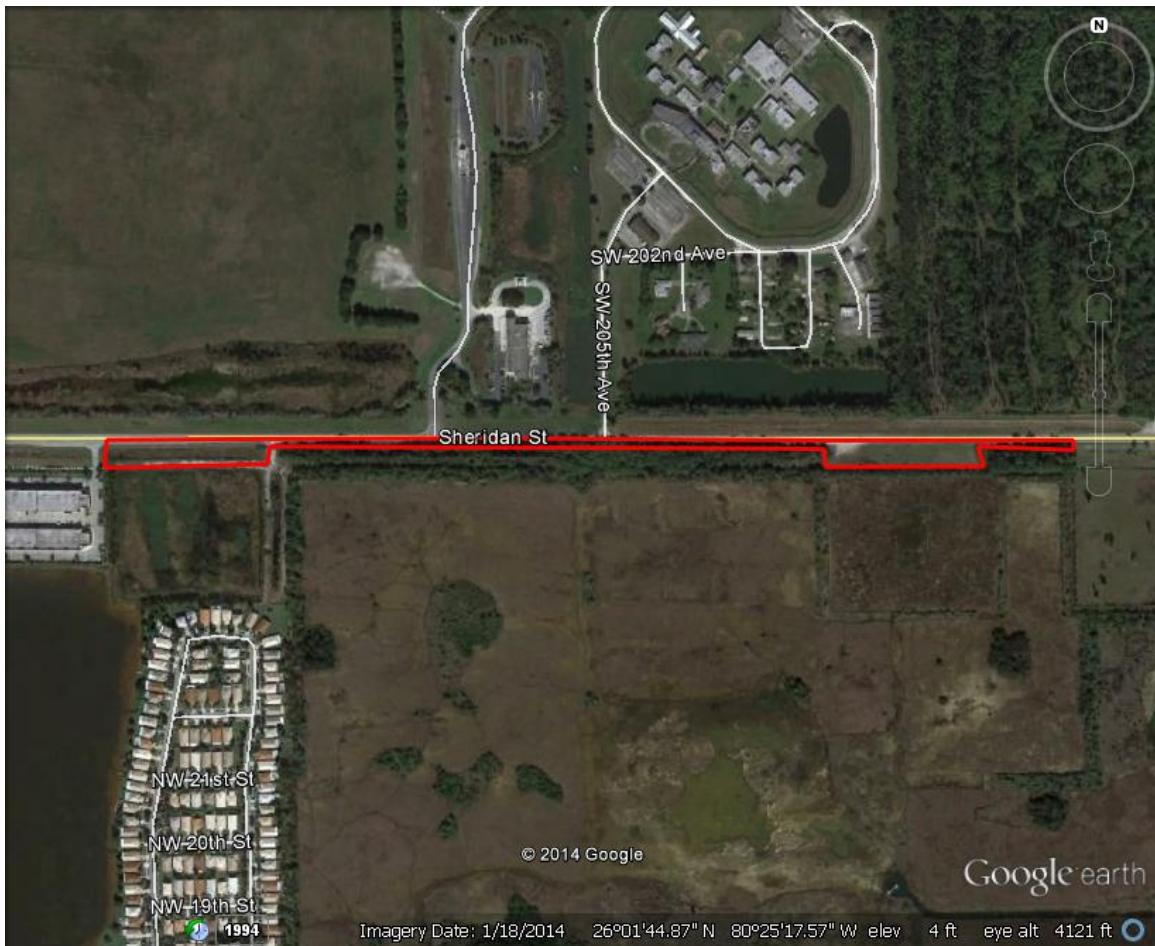


From NW 184th Avenue and NW 196th Avenue

- All center medians
- Northside swale between SW 184 Ave and the nursery. From the Southside of the sidewalk to the road.

Exhibit "A"

LAWN MAINTENANCE
SHERIDAN STREET SECTION 13

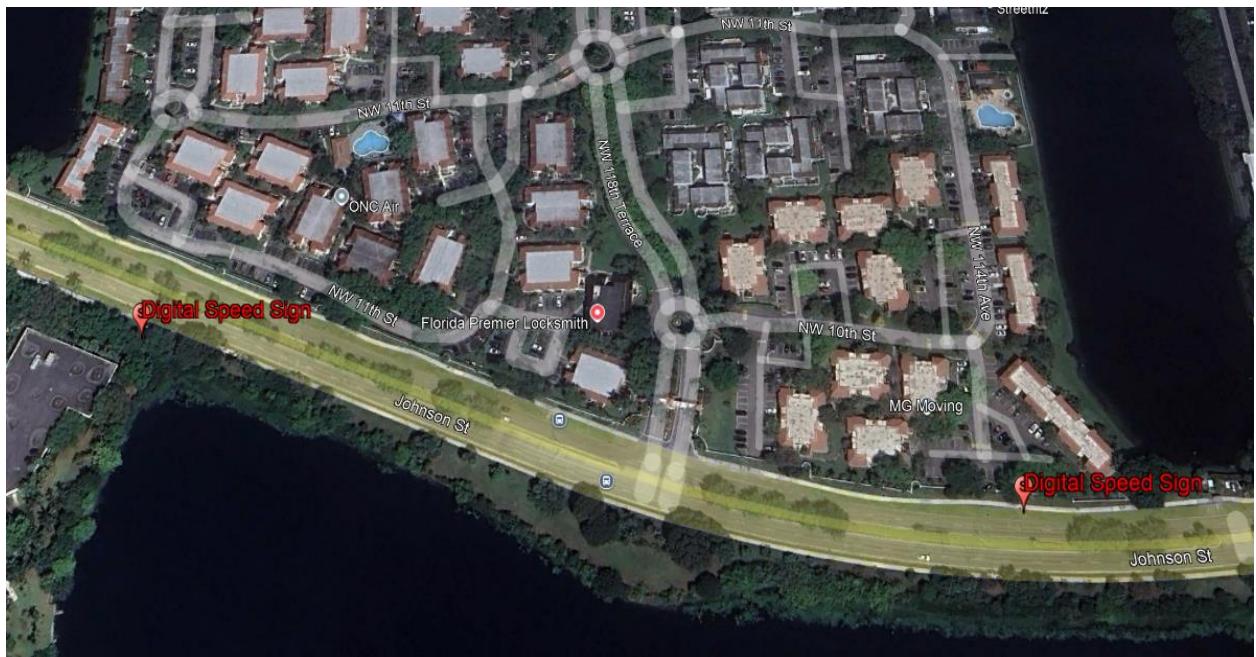


From 196th Ave to US 27

- South swale on Sheridan Street abutting the Chapel Trail wetland as shown on map including the eastern larger swale areas seen on the map to the edge of forest vegetation
- The western larger swale area shall be maintained the fence on the southern border, ending at the warehouse properties

Areas do not have street addresses and other forms identifying boundaries. The above map will serve as the general locations serviceable for bidding purposes but exact boundaries determined by currently maintained area

Digital Speed Signs



Johnson Street between Hiatus Road and Flamingo Road

Trees are maintained regularly to keep signage visible to traffic, and solar panels visible to the sun.

Digital Speed Signs



Taft Street between Flamingo Road and NW 129 Ave.

Trees are maintained regularly to keep signage visible to traffic, and solar panels visible to the sun.

Digital Speed Signs

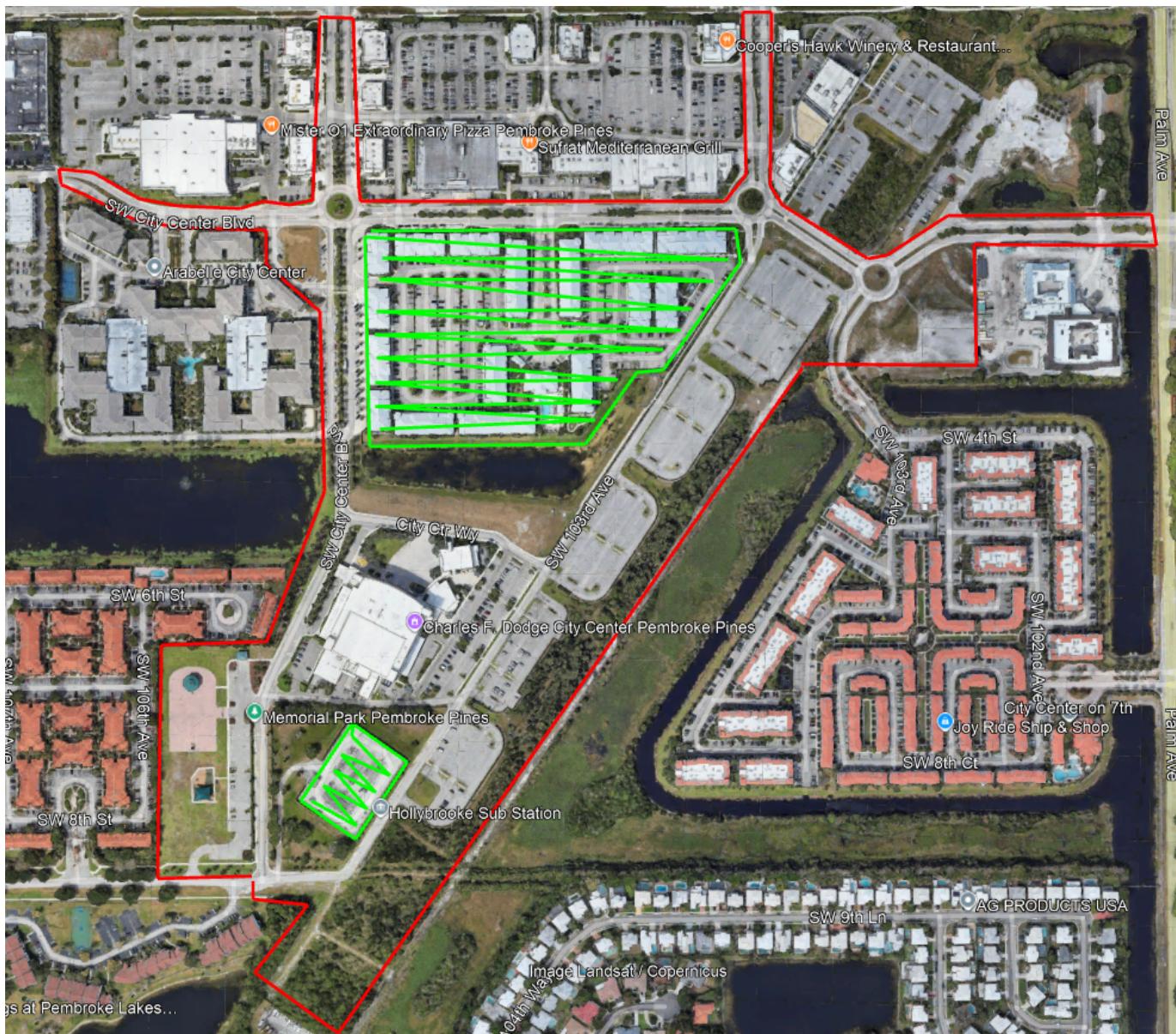


Taft Street between Palm Ave. and NW 108 Ave.

Trees are maintained regularly to keep signage visible to traffic, and solar panels visible to the sun.

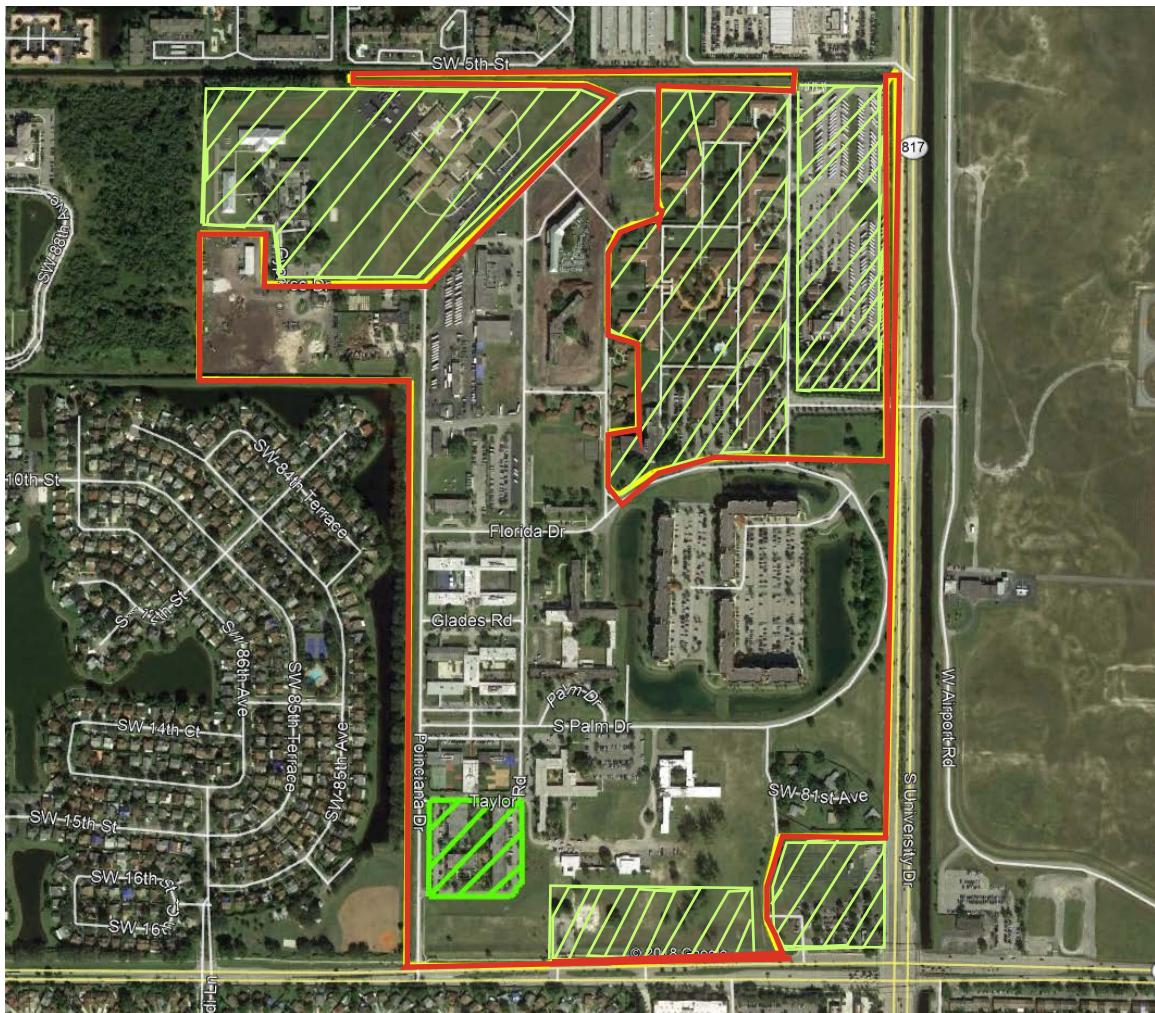
Exhibit "A"

LITTER CONTROL CHARLES F. DODGE CIVIC CENTER



Located on the SW corner of Pines Blvd. and Palm Ave.
Everything within the red border, excluding green hashed area.

LITTER CONTROL HOWARD C FORMAN SITE



Located on the NW corner of University Drive and Pembroke Road. Everything within the red border, excluding green hashed area.

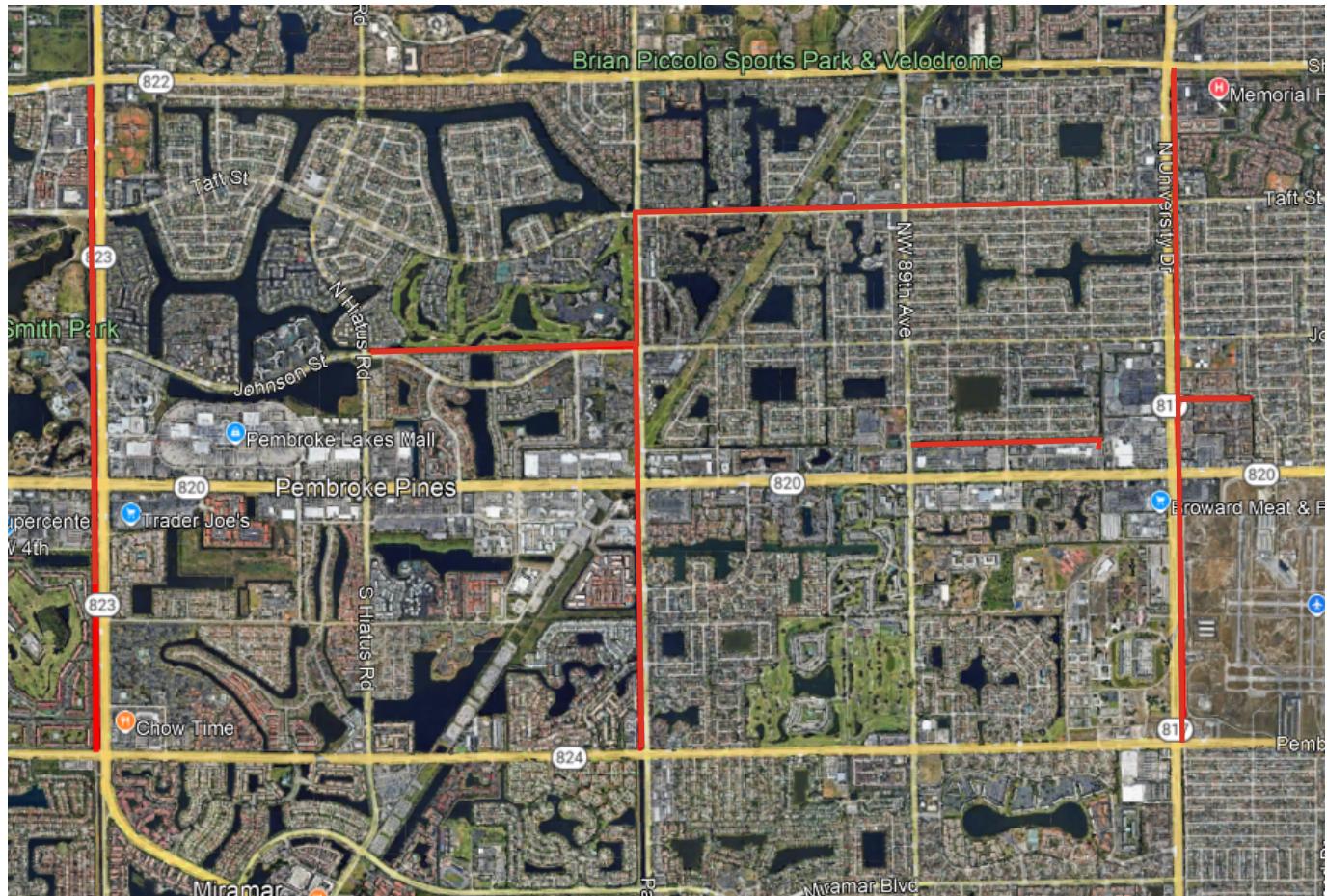
LITTER CONTROL SHOPPING CENTER



Located on the NE corner of Pembroke Road 72nd Ave. Everything within the yellow border. Empty trash cans every service

CANAL CLEANING LOCATION MAP

Exhibit "A"



QUARTERLY CANAL CLEANING

Exhibit "A" DATE (MM/DD/YY)

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

YOUR COMPANY NAME HERE

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage

COVERS

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/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	Must Include General Liability			MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	policy <input type="checkbox"/> project <input type="checkbox"/> loc					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
SCHEDULED AUTOS						
Hired AUTOS						
NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
	EXCESS LIABILITY				AUTO ONLY: AGG	\$
	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
Certificate must contain wording similar to what appears below						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

MAIL 30 DAYS WRITTEN LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

THIS AGREEMENT ("Agreement"), dated _____, is entered into 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

{---Company Name---}, {---Corporation Type---}, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of {---Street1---} {---Street2---}, {---City---}, {---State/Province---} {---Postal Code---} (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 {---Solicitation 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.

***City of Pembroke Pines***

1.3 On _____, 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 **{--Solicitation Service Description--}**, at **{--Location Address--}** ("Property") as more particularly described in, and in accordance with the CITY's "**{--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 schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **{--Solicitation Service Description--}**, as more specifically described in **Exhibit A**.

2.4 Upon CITY's request CONTRACTOR shall at all times be available to provide the status of work being performed, and to address quality control issues as needed.

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.



City of Pembroke Pines

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 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

2.9 **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 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial {---Initial Contract Length---} period commencing on **«Commencement Date»** and ending on **«Expiration Date»**.

3.2 This Agreement may be renewed for {---Renewal Terms---} upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---Termination for Convenience---} of written notice to 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.



City of Pembroke Pines

3.5 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) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR as provided for in Exhibit "B", an annual amount NOT TO EXCEED **«Compensation_Type» {---Request Amount Written---} (\${---Request Amount Numerical---})**, payable in monthly payments for actual services performed and as set forth here below:

4.1 CITY hereby agrees to compensate CONTRACTOR based on a **«Compensation_Type» {---Request Amount Written---} (\${---Request Amount Numerical---})**, which includes an owner's contingency fee of **{---Contingency Fee in Words---} (---Contingency Fee Amount---)**, payable in monthly payments for actual services performed for maintenance services. Future price adjustments up or down shall be based on **«Nationally Recognized or Published Index»**, including fuel surcharge adjustments, relevant to providing these services.

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed and correctly invoiced pursuant to the unit pricing more particularly described in **Exhibit "B"**.

4.2 Prompt Payment Act. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 Method of Billing and Payment. The CITY shall within thirty (30) calendar days, from the date the CITY's Authorized Representative approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Authorized Representative or his/her assignees. Invoices submitted by CONTRACTOR shall include the date of service, services performed, hours spent, location of services, description of the assignment/project, date of completion and any other information reasonable required by the CITY.

Payment will be made to CONTRACTOR at:

{---Company Name---}
{---Payment Street 1---}, {---Payment Street 2---}
{---Payment City---}, {---Payment State/Province---} {---Payment Postal Code---}

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of work, as more specifically described herein. These changes may affect the



City of Pembroke Pines

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

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of work, CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, or by a change order, written amendment or separate written agreement, executed by the parties hereto, with the same formality, equality, and dignity herewith.

ARTICLE 6
PAYMENT & PERFORMANCE BONDS

6.1 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 Bond and a 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 bonds 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+

6.2 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 project 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.

6.3 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 Bond and Performance Bond in the public

*City of Pembroke Pines*

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

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorney's fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. 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.

6.2 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.

6.3 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.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 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 7
INSURANCE

7.1 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 required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the



City of Pembroke Pines

City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

7.3 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.

7.4 Certificates of Insurance shall provide for thirty (30) calendar 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) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 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) calendar 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.

7.6 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

7.6.1 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



City of Pembroke Pines

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

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

7.6.2 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 for CITY to exempt CONTRACTOR.

Yes No

7.6.3 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.



City of Pembroke Pines

Yes No

7.6.3.1 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

7.6.4 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

7.6.5 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 calendar 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

7.6.6 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 calendar 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

7.6.7 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



City of Pembroke Pines

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 calendar 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

7.6.8 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

7.6.9 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

7.6.10 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

7.6.11 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 calendar 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

7.6.12 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



City of Pembroke Pines

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

□ □

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 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.

7.8 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.

*City of Pembroke Pines*

7.9 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.

7.10 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 8 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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 9 **INDEPENDENT CONTRACTOR**

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, Federal, 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.

*City of Pembroke Pines*

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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 11
UNCONTROLLABLE FORCES

11.1 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, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 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 12
GOVERNING LAW AND VENUE

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 13
SIGNATORY AUTHORITY

Upon CITY's request, CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

*City of Pembroke Pines*

14.1 **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.

14.2 **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.**

14.3 **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.

14.4 **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:

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

14.4.2 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 CITY's Authorized Representative relative thereto.

14.4.3 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) calendar 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) calendar 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) calendar day period and thereafter diligently prosecutes such cure to completion.

14.4.4 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.

***City of Pembroke Pines***

14.4.5 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) calendar 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) calendar 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) calendar days.

14.5 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 this 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) calendar 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.

14.5.1 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.

14.5.2 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. CITY reserves the right to assign any remaining work at any Property location to another vendor as may be necessary to complete the Scope of Work.

14.5.3 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.

14.5.4 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 (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

***City of Pembroke Pines*****ARTICLE 15**
BANKRUPTCY

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 16
MERGER; AMENDMENT

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 17
DISPUTE RESOLUTION

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. 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 18
PUBLIC RECORDS

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

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

18.1.2 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, Florida Statutes, or as otherwise provided by law;

18.1.3 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,

***City of Pembroke Pines***

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

18.1.4 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.

18.2 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 this Agreement.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 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 Iran Terrorism Sectors 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 of:

19.1.1 Any amount if, 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

19.1.2 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:



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19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and 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.

20.2 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



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its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 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.

20.4 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".

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

20.5 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.

ARTICLE 21
EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

21.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.1.3 "Subcontractor" means a person or entity that provides labor,



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supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

*City of Pembroke Pines*

22.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, 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 agrees 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.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary



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of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs **(22.1.1)** through **(22.1.8)** in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or

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all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (25.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in



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violation of the clause set forth in paragraph (25.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (25.4.1) of this section.

22.4.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (25.4.2) of this section.

22.4.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (25.4.1) through (25.4.4) of this section.

22.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.5.1 Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.5.2 Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

*City of Pembroke Pines*

22.6 **Suspension and Debarment**. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352)**. CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22.8 **Compliance with State Energy Policy and Conservation Act**. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 **Procurement of Recovered Materials**. The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.10 **Reporting**. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at

***City of Pembroke Pines***

44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

22.11 Rights to Inventions. CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 No Obligation by the Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 DHS Seal, Logo, and Flags. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.15 Fraudulent Statements. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 Prohibition on Contracting for Covered Telecommunications Equipment or Services. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expenditure of FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 Prohibitions.

22.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.16.1.2 Unless an exception in paragraph 25.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:



City of Pembroke Pines

22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 Exceptions.

22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 Reporting requirement.

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 25.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 25.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first

**City of Pembroke Pines**

produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

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. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.

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. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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



City of Pembroke Pines

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:

Copy To: Samuel S. Goren, City Attorney
Goren, Cheroft, 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 {--Primary Contact Name--}, {--Primary Contact Title--}
{--Company Name--}
{--Street1--}, {--Street2--}
{--City--}, {--State/Province--} ---Postal Code--}
E-mail: {--E-mail--}
Telephone No: {--Phone--}
Cell phone No: {--Primary Contact Cell Phone Number--}
Facsimile No: {--Fax--}

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.

***City of Pembroke Pines***

23.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

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 by hand or electronically 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.

23.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

23.16.2 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and



City of Pembroke Pines

Exhibit "A"

appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

SIGNATURE PAGE FOLLOWS

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

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

DEBRA E. ROGERS, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

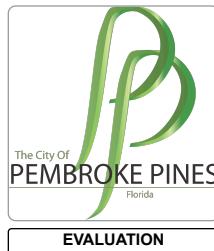
CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____



Citywide Litter Control and Landscape Maintenance Services

[Invitation For Bid](#)

[Public Services](#)

02062, 33500, 51500, 59500, 65000... [show all](#)

Project ID: PSPW-25-09

Release Date: Thursday, July 17, 2025

Due Date: Tuesday, August 12, 2025 2:00pm

[Posted](#) [Thursday, July 17, 2025 9:02pm](#)

[Bid Unsealed Tuesday, August 12, 2025 2:31pm by Debra Rogers](#)

[Pricing Unsealed Tuesday, August 12, 2025 2:31pm by Debra Rogers](#)

All dates & times in Eastern Time

[Edit](#) [Preview](#)

1. NOTICE

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

IFB # PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

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

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

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

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

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

Proposals will be accepted until 2:00 pm on Tuesday, August 12, 2025, electronically at

<https://procurement.opengov.com/portal/pembrokepines/projects/172249>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office**

Conference Room located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

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

Virtual Meeting Details:

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

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

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

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

Ivan Ospinal or other Procurement Staff in the Procurement Department

City of Pembroke Pines

8300 South Palm Drive,

Pembroke Pines, FL 33025

954-743-1434

purchasing@ppines.com



City of Pembroke Pines

Procurement

Mark Gomes, Procurement Director
601 City Center Way, Pembroke Pines, FL 33025
(954) 431-4884

QUESTION & ANSWER REPORT

IFB No. PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

RESPONSE DEADLINE: August 12, 2025 at 2:00 pm

Thursday, August 21, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Mandatory Site Visit

Jul 24, 2025 8:02 AM

Question: Are we able to do the West site visits on Monday, July 28? That's what we were told during the East site visits. Thank you.

Jul 24, 2025 8:02 AM

Answered: Yes, notice with the full schedule for the West site visits has been posted in OpenGov.

Jul 24, 2025 4:53 PM

2. Vendor Registration

Jul 23, 2025 2:56 PM

Question: Our company is registered on OpenGov and has access to The City of Pembroke Pines Portal. Are there any additional requirements to be a registered vendor for The City of Pembroke Pines?

Jul 23, 2025 2:56 PM

Answered: Registering in OpenGov is required to view, follow, and submit bids for City of Pembroke Pine projects. There is no additional registration required in order to bid. However, if your company is awarded a contract, a second registration process will be required through PaymentWorks, which is the City's vendor onboarding platform for payment processing. At that time, the awarded vendor will receive an invitation to complete the necessary forms and documentation to finalize the vendor setup for invoicing and payment.

QUESTION & ANSWER REPORT
IFB No. PSPW-25-09
Citywide Litter Control and Landscape Maintenance Services

Jul 24, 2025 4:53 PM

3. No subject

Jul 21, 2025 8:57 PM

Question: Will the CITYWIDE LITTER CONTROL AND LANDSCAPE MAINTENANCE SERVICES contract be awarded to a single contractor for both scopes of work, or is the City considering awarding separate contracts: one for litter control and another for landscape maintenance?

Jul 21, 2025 8:57 PM

Answered: The city would prefer to award both scopes under one contract; nonetheless, the city reserves the right to split awards after bids are received and various factors such as contractor size, qualifications, and pricing are considered in the best interest of the city.

Jul 24, 2025 5:52 PM

4. Performance and Payment Bonds

Jul 24, 2025 12:02 PM

Question: Will the City accept annually renewable performance and payment bonds?

Jul 24, 2025 12:02 PM

Answered: This item would have to be reviewed on a case-by-case basis. There are different aspects that affect the approval such as the renewal deadline, the terms of the bond, damages should the bond not renew, etc. The city would need more info and documentation on this matter before granting approval for an annually renewable bond.

Jul 24, 2025 5:52 PM

5. incumbent

Jul 18, 2025 11:53 AM

Question: Please provide prior bid tabs or current award price.

Jul 18, 2025 11:53 AM

Answered: The current award price for Landscape \$1,820,538.76 Litter Control current award \$350,672.15 Total current award price \$2,171,210.91

Jul 29, 2025 11:27 AM

6. Subcontracting

Jul 24, 2025 6:16 PM

QUESTION & ANSWER REPORT

IFB No. PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

Question: Is the awarded contractor permitted to subcontract portions of the work that fall outside their company's core scope? For example, can a landscaping company subcontract the litter control portion, as it aligns more closely with cleaning services?

Jul 24, 2025 6:16 PM

Answered: Yes, subcontractor must be approved by city.

Aug 4, 2025 5:59 PM

7. Litter Control

Jul 24, 2025 6:27 PM

Question: Will the City consider a bid submitted exclusively for the Litter Control portion or landscaping, or the proposal must include both Litter Control and Landscape Maintenance services?"

Jul 24, 2025 6:27 PM

Answered: Yes, we will accept a bid for litter portion only but prefer to award to one bidder for whole project.

Aug 4, 2025 5:59 PM

8. Estimated Project Cost

Jul 24, 2025 6:55 PM

Question: Could you please confirm whether the estimated project cost stated in the solicitation covers the entire initial three (3) year contract period, or if it is estimated on a per-year basis?

Jul 24, 2025 6:55 PM

Answered: Per Year

Aug 4, 2025 5:59 PM

9. No subject

Jul 25, 2025 11:44 AM

Question: Can the payment and performance bonds be for the annual contract amount?

Jul 25, 2025 11:44 AM

Answered: Yes

Aug 4, 2025 5:59 PM

10. No subject

QUESTION & ANSWER REPORT
IFB No. PSPW-25-09
Citywide Litter Control and Landscape Maintenance Services

Jul 25, 2025 11:44 AM

Question: Will the payment and performance bond be annually renewable?

Jul 25, 2025 11:44 AM

Answered: Yes

Aug 4, 2025 5:59 PM

11. Clarification on Scope of Work – Tree and Palm Maintenance

Jul 27, 2025 8:23 PM

Question: In the bid package, under Scope of Work, section Regular Tree and Palm Maintenance, bullet point 3 states: "All vegetation obstructing posted signs, and any unsafe tree or palm condition shall be resolved by the end of every lawn maintenance service." Given that tree and palm services are scheduled only once per year, and that tree/palm removal is not included in the scope of work, I would like to request clarification on the following: When the scope states that "any unsafe tree or palm condition shall be resolved," does this refer to notifying the City's Project Manager about the condition, or is the contractor expected to take immediate corrective action? If the appropriate resolution requires tree removal (e.g., due to storm damage or broken branches), but such removal is not part of the contract, how should the contractor proceed in that scenario? In such cases, is the contractor expected to provide a quote for the additional removal or trimming work?

Jul 27, 2025 8:23 PM

Answered: Removals are not part of the contract, in such case the contractor will notify the City's project manager. Natural disaster debris will be addressed separately. Examples such as Hazardous, low-lying branches or those blocking signage and/or sidewalks are the contractor's responsibility as part of this contract and to be addressed the same day.

Aug 4, 2025 5:59 PM

12. Inquiry Regarding Reimbursement of Payment and Performance Bond Costs

Jul 27, 2025 8:59 PM

Question: Will the cost of the required Payment and Performance Bonds be reimbursed by the City under this contract?

Jul 27, 2025 8:59 PM

Answered: Yes

Aug 4, 2025 5:59 PM

13. MOT Certification

Jul 28, 2025 7:10 AM

QUESTION & ANSWER REPORT

IFB No. PSPW-25-09

Citywide Litter Control and Landscape Maintenance Services

Question: Does the City require MOT certification at the time of bid submission, or will awarded contractors be granted a grace period post-award to obtain certification for their staff?

Jul 28, 2025 7:10 AM

Answered: Awarded contractor will be given a grace period, but will need to show substantial experience and certification prior to commencing work under this contract.

Aug 4, 2025 5:59 PM

14. No subject

Jul 25, 2025 11:43 AM

Question: Will the City provide bond forms or will our surety's generic forms suffice?

Jul 25, 2025 11:43 AM

Answered: Surety

Aug 4, 2025 6:02 PM